

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:

August 9, 2022 – General Open Session – 6:30pm
Isleton Elementary School • 412 Union Street, Isleton, 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

Listen in English: **Meeting ID:** 944 4979 3850 **Passcode:** 961029

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
Member Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __
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 Riley __; Member Casillas __; Member Lamera __; Member Apel __; Member Jelly __; Member Mahoney __; Member Stone __

- 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Stone
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. However, understand the Board may not act 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)
 - 9.1.2.1 Committee Meeting - 2 X 2 with the City of Rio Vista
 - 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 – Tammy Busch, Assistant Superintendent of Business Services; Ken Gaston, Director of MOT
 - 9.2.1 Provide to the Board Accomplishments for the 2021-22 School Year in Technology, Food Services and Business - Tammy Busch, Assistant Superintendent of Business Services
 - 9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
- 9.3 Education Services' and Special Education Reports and/or Presentation(s) – Nancy Vielhauer, Assistant Superintendent of Educational Services and Tracy Barbieri, Director of Special Education
 - 9.3.1 Educational Services Update – Nancy Vielhauer, Assistant Superintendent of Educational Services
 - 9.3.2 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, textbooks and instructional materials – Fourth Quarter 2022 (April - June) – Nancy Vielhauer, Assistant Superintendent of Educational Services
 - 9.3.3 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, textbooks and instructional materials – Third Quarter Report for Fiscal Year 2021-2022 from the Sacramento County Office of Education – Nancy Vielhauer, Assistant Superintendent of Educational Services
 - 9.3.4 Special Education Update – Tracy Barbieri, Director of Special Education
- 9.4 River Delta Unified Teachers Association (RDUTA) Update – Chris Smith, RDUTA President
- 9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, Interim CSEA President, Delta Chapter #319

10. Consent Calendar

All matters listed under the Consent Calendar are to be considered routine action and all will be enacted by one motion. There will be no separate discussion of these items unless a member of the Board of Trustees requests that specific items to be removed from the Consent Calendar for separate action. Any items removed will be considered for separate action after the motion to approve the Consent Calendar.

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board – June 28, 2022
- 10.2 Receive and Approve Monthly Personnel Report - As of August 5, 2022
- 10.3 District's Monthly Expenditure Report
 - June and July 2022
- 10.4 Request to Approve the Renewal Agreement with School Loop to Provide Website Hosting Services for the River Delta Unified School District (RDUSD) for the 2022-2023 School Year, at a cost of \$2,000, Educational Services Funds – Nancy Vielhauer, Assistant Superintendent of Educational Services
- 10.5 Request to Approve the Three (3) Year Maverick Networks, Inc. Software Assurance Agreement for 2022-2023 through 2024-2025, at a cost of \$11,882.58 – Tammy Busch, Assistant Superintendent of Business Services
- 10.6 Request to Approve the Independent Contract with West Coast Broadcast Services, LLC to Provide Engineering Services to Support KRVH (Radio Rio), at a cost not to exceed \$5,000 General Fund – Tammy Busch, Assistant Superintendent of Business Services
- 10.7 Request to Approve the Memorandum of Understanding (MOU) for River Delta Unified School District to Participate in the Sly Park Educational Program for the 2022-2023 School Year – Nancy Vielhauer, Assistant Superintendent of Educational Services
- 10.8 Request to Approve the Renewal of IXL Learning Educational Software for the 2022-2023

School Year at a cost not to exceed \$11,425, Educational Services Funds - Nancy Vielhauer, Assistant Superintendent of Educational Services

- 10.9 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Northern CA Preparatory School) for the 2022-2023 School Year at a Cost Not to Exceed \$45,000, Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.10 Request to Approve the Professional Expert Agreement with Susan Jones to provide 15 days of Coaching and Mentoring for Rio Vista High School Teachers in the 2022-2023 School Year at a cost not exceed \$3,000. Site Funds – Victoria Turk, Principal
- 10.11 Request to Accept the Grant Award in the Amount of \$60,000 and \$25,000 from Yolo Solano Air Quality Management District to Replace Two (2) Lawn Mowers with Electric Lawn Mowers – Tammy Busch, Assistant Superintendent of Business Services
- 10.12 Donations or Receive and Acknowledge

Rio Vista High School – In Memory of Dennis Katsuki

Caroile Mitsuda
Leonard & Yvonne Rodrigues
Aaron & Natalie Beaver
Craig Nishite
Denis & Linda VanDeMaele

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

Action Items -- Individual speakers shall be allowed two minutes to address the Board on any agendized item. The Board may limit the total time for public input on each agenda item to 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. Procedures for Public comment will follow the same process as in number 8.

- 11. 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 June 2022. In addition, Revisions to Regulation 4151: Employee Compensation. – Katherine Wright, Superintendent

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

- 12. Request to Approve Resolution # 835 Authorizing the Inter-Fund Transfer of Special or Restricted Funds for Operational for Budgetary Purposes for FY 2022-23 – Tammy Busch, Assistant Superintendent of Business Services

Motioned: _____ Second: _____

Roll Call Vote:

Member Mahoney ___; Member Riley ___; Member Casillas ___; Member Lamera ___; Member Apel ___; Member Jelly ___; Member Stone ___; Vote: _____

- 13. Request to Approve Resolution # 836 Authorizing Temporary Inter-Fund Transfers (Borrowing) of Special or Restricted Funds for FY 2022-23– Tammy Busch, Assistant Superintendent of Business Services

Motioned: _____ Second: _____

Roll Call Vote:

Member Mahoney ___; Member Riley ___; Member Casillas ___; Member Lamera ___; Member Apel ___; Member Jelly ___; Member Stone ___; Vote: _____

- 14. Request to Approve the Proposal to Install Parking Lot Lighting at Walnut Grove Elementary School – Not to Exceed \$25,850, Measure K Bond Funds – Tammy Busch, Assistant Superintendent of Business Services

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

- 15. Request to Approve the Provisional Internship Permits as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year – Codi Agan, Director of Personnel

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

- 16. Request to Approve the Variable-Term Waiver as Authorized by the Commission on Teacher Credentialing for 2022-2023 School Year – Codi Agan, Director of Personnel

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

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

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

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

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TRANSLATION SERVICES: Available in Spanish at the Board meeting upon request. Contact the Superintendent's Office at (707) 374-1711 at least 24 hours prior to the meeting to request translation services.

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, District administrative offices and that the Board of Trustees Members, school sites, and the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, August 5, 2022, 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:

August 9, 2022 ♦ 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 August 9, 2022, at the Isleton Elementary School, Isleton, 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)] Following Conference with Legal Counsel (Fagen Friedman & Fulfroost, LLP) –

4.2 Possible or Pending Litigation [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP; Burke, Williams & Sorensen, LLP & Fagen Friedman & Fulfroost, 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 Superintendent

4.3.2 Certificated

4.3.3 Classified

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

4.3.5 Complaint, Discipline, Dismissal, Non-reelects, & Releases

4.3.6 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6]

Following negotiation meetings any/all units.

4.3.6.1 RDUTA

4.3.6.2 CSEA

4.4 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 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: _____

From: Tammy Busch, Asst. Supt. of Business Services

Item Number: 9.2.1

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

SUBJECT:

Provide to the Board Accomplishments for the 2021-22 School Year in Technology, Food Services and Business

BACKGROUND:

As a district, there have been technology implementations, serving meals to students, and implementing good quality business practices.

STATUS:

Asst. Supt. of Business Services will share accomplishments with a Powerpoint presentation.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

The Board receive the information as presented.

Time allocated: 5 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.2

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 July 2022

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
August 9, 2022

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:

- **D. H. White Elementary**
 - Replaced two ballasts and bulbs in boy's bathroom. - \$175

- **District Office**
 - Install four blinds and hang mirror in annex building. – \$480

- **Isleton Elementary School**
 - Replaced heat detector for the fire alarm system in the office. - \$340
 - Added new bark and spread out on the kindergarten playground. - \$640
 - Installed irrigation system, new valves, and pipes in front field. - \$11,500

- **Rio Vista High School**
 - Repaired broken irrigation line in front woodshop. - \$320

- **Riverview Middle School**
 - Pulled out stuck object in toilet, wax ring and rebuild flush valve. - \$365

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Educational Services Item Number: 9.3.2

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

SUBJECT:

Williams Settlement Public Notification Regarding Sufficiency of Teachers, Facilities, and Textbook and Instructional Materials – Fourth Quarter 2022 (April-June)

BACKGROUND:

The Williams Settlement requires that all students have qualified teachers, appropriate instructional materials and that their schools be clean and safe. The settlement holds schools accountable for delivering these fundamental elements. Education Code 35186 BP 13124 also requires the district provide quarterly reports regarding Williams Settlement compliance.

STATUS:

The District has received no complaints this quarter.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the Board receives this item as fulfillment of Williams Settlement requirements.

Time allocated: 2 minutes

Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). All fields are required.

SUBMITTER INFORMATION

Trisha Salomon	Secretary	707-374-1729
Name Person submitting form tsalomon@rdusd.org	Job Title	Phone Number Include area code
E-mail Address		

DISTRICT INFORMATION

River Delta U.S.D.	2022	Quarter 4 (Apr.–Jun.)
School District	Year Covered by This Report	Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

Total Number of Textbook Complaints Enter 0 if none.	0
Number of Textbook Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Textbook Complaints <u>Unresolved</u> Enter 0 if none.	0

Emergency School Facilities Issues

Total Number of Emergency Facilities Complaints Enter 0 if none.	0
Number of Emergency Facilities Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Emergency Facilities Complaints <u>Unresolved</u> Enter 0 if none.	0

Vacancy or Misassignment of Teachers

Total Number of Vacancy/Misassignment Complaints Enter 0 if none.	0
Number of Vacancy/Misassignment Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Vacancy/Misassignment Complaints <u>Unresolved</u> Enter 0 if none.	0

RESOLUTION OF COMPLAINTS

Briefly summarize the nature of complaints and how they were resolved.

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Shannon Hansen with your report.

N/A

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:



Includes All UCP Complaints

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.

RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Erika Franzon at the Sacramento County Office of Education (SCOE): efranzon@scoe.net.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Educational Services Item Number: 9.3.3

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

SUBJECT:

Williams' Settlement Public Notification Regarding Sufficiency of Teachers, Facilities, Textbooks and Instructional Materials – Third Quarter Report for Fiscal Year 2021-2021 from the Sacramento County Office of Education

BACKGROUND:

Education Code section 1240(c)(2)(C) requires the county superintendent of schools to send quarterly reports regarding the results of the school site visits and reviews to the governing boards of school districts with Williams schools. River Delta Unified School District currently has two schools that are required to receive an annual Williams visit and review: Walnut Grove Elementary School and Clarksburg Middle School.

STATUS:

During the third quarter of Fiscal Year (FY) 2021-2022, the Sacramento County Office of Education did not conduct any site reviews of instructional materials or facilities. SCOE reviewed the District's SARCs for accuracy. SCOE did not conduct any reviews of teacher vacancies and misassignments. There were no complaints filed in the district under the Uniform Complaint Procedure during the quarter ending March 31, 2021.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: No cost to the district.

RECOMMENDATION:

That the Board receives and acknowledges this information as fulfillment of Williams Settlement Requirements.

Time allocated: 2 minutes



Sacramento County Office of Education
EDUCATION EMPOWERS

David W. Gordon
Superintendent

June 28, 2022

Board of Education

Via Electronic Mail

Karina Talamantes
President

Jennifer Stone, President
Board of Education
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651

Paul A. Keefer, Ed.D., MBA
Vice President

Joanne Ahola

O. Alfred Brown, Sr.

Heather Davis

Katherine Wright, Superintendent
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651

Harold Fong, MSW

Bina Lefkovitz

(916) 228-2500

www.scoe.net

Re: Third Quarterly *Williams* Review Report
Fiscal Year 2021-2022

Dear President Stone and Superintendent Wright:

As a result of the *Williams* Settlement, county offices of education are required to visit schools in their county that have been identified as *Williams* schools by the California Department of Education. (Ed. Code, § 1240.) The county superintendent of schools is required to send quarterly reports regarding the results of school site visits and reviews conducted each quarter to the governing boards of the school districts with *Williams* schools. (Ed. Code, § 1240(c)(2)(C).) The results can then be made public at a regularly scheduled and noticed meeting of each district's governing board.

This letter serves as the 2021-2022 Third Quarterly Report for the River Delta Unified School District (District).

Instructional Materials and Facilities

During the third quarter of Fiscal Year (FY) 2021-2022, the Sacramento County Office of Education (SCOE) staff did not conduct any site reviews of instructional materials or facilities.

School Accountability Report Card

The School Accountability Report Card (SARC) of each of the District's *Williams* schools was reviewed for accuracy as required by Education Code section 1240(c)(2)(E)(iii). The District submitted self-generated facility inspection reports to SCOE, which SCOE used to evaluate the accuracy of the facility conditions information. The information contained in the schools' SARCs was generally clear and accurate. In order to provide assistance in preparing your District's SARCs for next year, a chart (Exhibit A) is enclosed that provides detailed suggestions for further improving the District's SARCs.

Teacher Vacancies and Misassignments

SCOE conducted no reviews of teacher vacancies and misassignments in the third quarter.

Uniform Complaint Procedure

Finally, according to the District's report to SCOE, there were no complaints filed in the District under the Uniform Complaint Procedure during the third quarter ending March 31, 2022.

We are looking forward to working with your District for the remainder of the year. If you have any questions regarding the above report, please contact Elizabeth Linton, Associate General Counsel at (916) 228-2755 or by email at elinton@scoe.net.

Sincerely,



David W. Gordon
Sacramento County Superintendent of Schools

DWG/EL/ef

Attachment: Exhibit A (School Accountability Report Card for River Delta Unified School District)

EXHIBIT A
Sacramento County Superintendent of Schools
WILLIAMS SETTLEMENT LEGISLATION
THIRD QUARTERLY REPORT FOR RIVER DELTA UNIFIED SCHOOL DISTRICT
2021-2022 FISCAL YEAR

SCHOOL ACCOUNTABILITY REPORT CARD:

School districts are required to publish and post on their website the annual School Accountability Report Card (SARC) by February 1 of each year. We reviewed the following schools' published SARCs to determine the accuracy of the information reported regarding the sufficiency of textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." In order to assist the District with future SARCs, we provide the following comments:

School	SARC Review Date	Instructional Materials	Facility Conditions
All Schools	April 2022	<ul style="list-style-type: none"> • Within eight weeks of the first day of school, the District is required to hold an annual public hearing to determine whether each student has sufficient textbooks and instructional materials, pursuant to Education Code section 60119. This date was missing. • The SARCs reflect last year's data collection date of August 2020, whereas this date should be within the 2021-2022 school year. • The District SARCs did a good job covering the other required elements in the instructional materials section. 	<ul style="list-style-type: none"> • The information concerning good repair was accurate based upon the most current Facility Inspection Tool (FIT) reports. • Staff should be commended for covering nearly all elements from the California Department of Education's SARC Data Element Definitions and Sources.
Clarksburg MS	4/1/22	SEE ABOVE FOR BOTH SCHOOLS	SEE ABOVE FOR ALL SCHOOLS
Walnut Grove ES	4/1/22	SEE ABOVE FOR BOTH SCHOOLS	SEE ABOVE FOR ALL SCHOOLS

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

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 held on June 28, 2022.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on June 28, 2022.

STATUS:

The Board is to review and approve.

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: 2 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

REGULAR MEETING

June 28, 2022

1. **Call Open Session to Order** – Board President Stone called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on June 28, 2022 at Rio Vista High School, Rio Vista, California.
2. **Roll Call of Members:**
 - Jennifer Stone, President
 - Dan Mahoney, Vice President
 - Marilyn Riley, Clerk
 - Rafaela Casillas, Member (Absent)
 - Marcial Lamera, Member
 - Wanda Apel, Member
 - Randall Jelly, MemberAlso present: Katherine Wright, Superintendent
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
 - 3.1 Board President Stone announced items on the Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items. – None to report
4. **Board President Stone asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:31 pm**

Member Apel moved to approve, Member Mahoney seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)
5. **Open Session was reconvened at 6:35 pm**
 - 5.1 Roll was retaken, Member Casillas was absent, all other members were present.
Also present: Katherine Wright, Superintendent; Tammy Busch, Chief Business Officer, Nicole Latimer, Chief Educational Service Officer, and Jennifer Gaston, Recorder.
 - 5.2 Pledge of Allegiance was led by Board President Stone
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
Board President Stone reported that the Board did not take any actions during Closed Session. However, During Closed Session the Board had a Development Discussion with Counsel, Parker & Covert, LLC and River Delta Unified School District's Lead Negotiator for Developments, Joe Dixon, Dixon Smart School House LLC. Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations.
7. **Review and Approve the Open Session Agenda**

Board President Stone announced that there was a request from Superintendent Wright, to pull Action Item number 18. *Request to Approve the Amended Employment Agreement, Section II: Salary, Part 1, for Katherine Wright, Superintendent - Board President Stone*

Member Jelly moved to approve pulling Action Item number 18 from the agenda, Member Lamera seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

Member Lamera moved to approve the revised agenda, Member Apel seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)
8. **Public Comment:** Noelle Gomes, Teacher at Rio Vista High School, brought Board Regulation 4151 which was adopted in 2005 to the Board's attention. The current regulation states that employees, who have had a break in service of more than five (5) years since the last experience, the early experience shall not account for more than one increment credit for each two year of teaching. She had this experience when returning to work in the District after caring for her children. She hopes that the Board will review this regulation to give credit to those District employees for all of their years of teaching when on break from our District.

Many teachers, parents and community members spoke of their concerns on the teacher shortages the District is facing. Some indicated that current employees are choosing to leave the District for higher salaries, and others for higher salaries and to be closer to their homes, avoiding the high cost of commuting. It was mentioned that offering competitive teacher's salaries and benefit plans will help retain qualified teachers. They urged the District to address the crisis the River Delta USD is facing and freeze admin salaries until a fair wage for teachers has been agreed upon and to see the full impact the teacher shortage has on the District. Many thanked Superintendent Wright for pulling her contract amendment from the evening's agenda. For the 2022-2023 school year, Annalise Anderson has adopted the motto "Be the Change You Want to See". She wishes the Board will adopt the motto as well.

Dan Simpson, former Board member and Rio Vista Lions Club representative, thanked the Board for allowing the fundraising event to move forward, benefiting the community. He also thanked Ken Gaston and John Preston for the beautiful grounds, as well as the other district employees who help make the event so successful. Although this event hosted 250 people, the hopes are to bring more attendees to future events.

Member Mahoney made clarification on a few public comments. One point is that the TOSAs are not being paid at a higher rate than other teachers. He also stated that the Superintendent did not ask for a \$25K raise, stating that she was not in the room when a salary increase was discussed. In reference to a comment made that no one is applying to District positions, Member Mahoney mentioned that he has called several former colleagues in other districts regarding filling open positions at their schools. Rodrigues High School in Fairfield has 20 open positions in that school alone, while River Delta Unified School District admin and management are working diligently to recruit and hire to fill 17 open positions districtwide.

9. Reports, Presentations, Information

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

9.1.1 Board Members' report(s) – None to report

9.1.2 Committee report(s)

9.1.2.1 2 X 2 Committee Meeting, Member Jelly reported that she, Member Mahoney and Superintendent Wright had a productive meeting with the City of Rio Vista. Updates were provided on negotiations with developers.

Superintendent Wright mentioned that they discussed Safe Routes to School and places that are in need to crosswalks or lights around school sites. She mentioned that the City is very interested in getting the youth programs established. Superintendent Wright encouraged anyone to listen to the City Council meetings to be aware of what is going on in the community.

Superintendent Wright noted that the City of Rio Vista is looking for a new well location. They have located the largest water main at the backside of Rio Vista High School near the transportation yard. This well would service the homes of Rio Vista. During the construction of the well, the imprint will look very large. However, when the construction project is completed the actual well site is quite small. This project is currently in the research stage and has not been finalized.

9.1.3 Superintendent Wright's report(s) Superintendent Wright reported the past two weeks since the last Board meeting have been extremely productive. Many interviews have been conducted and positions filled, she acknowledged the new hires of these positions. She thanked all those who have participated on the interview panels.

Superintendent Wright mentioned that she attended the job fair at Teachers College and had the opportunity to meet many new candidates. She was very impressed by the experience. She is happy to announce that she has seen that several of these candidates have submitted applications in our District.

Superintendent Wright had the privilege of meeting with a former student who is interested establishing a garden in the Rio Vista Schools. She mentioned that it was such a pleasure to meet with him.

Superintendent Wright reported that the District is in negotiations with the developers of the Brann Ranch. The District is trying to convey how important it is to provide our students with school facility that promotes learning.

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 – Tammy Busch, Chief Business Officer; Ken Gaston, Director of MOT

9.2.1 ADA/Enrollment Report – Tammy Busch, Chief Business Officer presented the Annual ADA and Enrollment reports for 2021-2022 school year. She asked for feedback on the updated format.

9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT reported that his team has started the summer cleaning schedule to clean carpets, floors, desks, etc. One of the larger projects his team has been working on is updating the sprinkler system in the front of Isleton Elementary School. This project will cut down on the man hours it takes to water the grounds. Mr. Gaston stated that other projects will be starting soon. In response to a question regarding a pest problem at Walnut Grove Elementary School, he confirmed the site has been sprayed several times. Mr. Gaston stated that the District has two employees who are currently enrolled in IMP training to service the District for weed and pest abatement.

9.3 Education Services' and Special Education Reports and/or Presentation(s) - Nicole Latimer, Chief Educational Services Officer

9.3.1 Educational Services Update – Nicole Latimer, Chief Educational Services Officer provided a presentation with photos of the promotion and graduation ceremonies throughout the District.

9.3.1.1 River Delta Unified School District Expanded Learning Opportunities Program (ELO-P) Plan for the 2022-2023 School Year – Nicole Latimer, Chief Educational Services Officer, reported that the Expanded Learning Opportunity Program will provide before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year RDUSD submitted the ELO-P Plan for Bates Elementary, Walnut Grove Elementary, Isleton Elementary and D.H White Elementary School. The plan is considered a living document that is periodically reviewed and adjusted to reflect the needs of the schools and community. Superintendent Wright mentioned that this plan has been created to enable an after school program can be started at D.H. White Elementary School if supporting staff can be hired.

9.3.2 Special Education Update – Nicole Latimer, Chief Educational Services Officer reported that the candidate for the Director of Special Education has accepted the position.

9.4 River Delta Unified Teachers Association (RDUTA) Update – Chris Smith, RDUTA President, attempted to read a letter he received from a parent and former employee Amy Bettencourt. Board President Stone reminded him that this agenda item is to provide an update on RDUTA but not to read Public Comment, which had been submitted to the Board earlier in the day. Mr. Smith stated he would relinquish his time to the upcoming presentation from RDUTA.

9.5 California State Employees Association (CSEA) Chapter #319 Update – David Groves, Interim CSEA President, Delta Chapter #319 - No report given

9.6 River Delta Unified Teachers Association (RDUTA) Presentation – Kendall Murphy, RDUTA Lead Negotiator, introduced herself to the Board and thanked them for the opportunity to give their presentation. She also thanked all those in attendance in person and on Zoom who have a vested interest in the students' education. Mrs. Murphy began the presentation by reciting the District LCAP

Goal #1 and one of the action plans, which states, *“In order to improve student learning, close achievement gaps, and ensure students graduate college and career ready, RDUSD will provide certificated salaries and benefits to attract teachers who are highly qualified to provide exemplary services to all students, including unduplicated counts.”*

Mrs. Murphy’s fellow RDUTA negotiation team members each provided information from the joint CTA / RDUTA presentation and providing their opinion of the District’s current budget, reserves and forecasts of funds such as increases in the COLA. Some shared their personal journey in the District and concerns moving forward. Their presentation concluded with a statement *“Budgets are a statement of values. The #1 influence on teacher’s decision to join, stay with, or leave a district is compensation. #2 is feeling valued and respected”*. Mr. Delgado stated that *“the feeling valued and respected is there personally; however, compensation not so much”*.

Superintendent Wright announced that President Stone requested for her to explain that the Board definitely hears that the RDUTA memberships’ number one priority is compensation. She also explained the process of negotiations. She stated that the District has a team and RDUTA has a team each with a lead negotiator. These team leads set up the dates for negotiations. Once a date or dates have been established sessions begin. A proposal is given, and a counterproposal is given and eventually they come to a tentative agreement. Currently, there has been three (3) sessions, one initial session and two in May of 2022. At the last session in May, the District presented an initial salary proposal. RDUTA has indicated that they have a counterproposal, which will be presented at the next session. Superintendent Wright noted that this is a simplified explanation for a complicated process. Superintendent Wright stated that the District is negotiating on behalf of the Board and the RDUTA negotiates on behalf of its membership. Superintendent Wright is excited to continue the negotiation process.

Member Lamera thanked those who came to support RDUTA and the teachers. He thanked the negotiation team for making their intent very clear that their focus is on compensation.

President Stone thanked the RDUTA team for the presentation and clearly indicating that their number one priority is compensation. She expressed to the teachers how much she values them and what they do for the students.

10. Consent Calendar

All matters listed under the Consent Calendar are to be considered routine action and all will be enacted by one motion. There will be no separate discussion of these items unless a member of the Board of Trustees requests that specific items to be removed from the Consent Calendar for separate action. Any items removed will be considered for separate action after the motion to approve the Consent Calendar.

- 10.1 Approve Board Minutes
Regular Meeting of the Board – June 14, 2022
- 10.2 Receive and Approve Monthly Personnel Report - As of June 28, 2022 – None to report
- 10.3 Request to Approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2022-2023 School Year at a cost not to exceed \$10,000 – Special Education Mental Health Funds– Nicole Latimer, Chief Educational Services Officer
- 10.4 Request to Pre-Approve the 2022-2023 ASB, Booster Club, PTC and PTA Fundraisers– Tammy Busch, Chief Business Officer
- 10.5 Request to Approve the Purchase of ABC Mouse Early Learning Academy for the 2022-2023 School Year at a cost not to exceed \$6,080 – Educational Funds – Nicole Latimer, Chief Educational Services Officer
- 10.6 Request to Approve the AVID Membership Dues for Delta High School, Rio Vista High School, Riverview Middle School, Clarksburg Middle School, Walnut Grove Elementary School and Bates Elementary School for the 2022-2023 School Year – at a cost not to exceed \$25,686 - Educational Service Funds – Nicole Latimer, Chief Educational Services Officer
- 10.7 Request to Approve the Renewal of 81 Odysseyware Web-based Instructional Program Licenses for use in Alternative Education, Special Education and Adult Education Throughout the District for the 2022-2023 School Year at a cost not to exceed \$62,500 – Educational Services and Adult Education Funds – Nicole Latimer, Chief Educational Services Officer

- 10.8 Request to Approve the Purchase of Measures of Academic Performance (MAP) Assessments for Students Grades K-10 for the 2022-2023 School Year at a cost not to exceed \$25,858 - Educational Services Funds– Nicole Latimer, Chief Educational Services Officer
- 10.9 Request to Approve the Renewal with Renaissance Learning Educational Software Licenses for the 2022-2023 School Year at a cost not to exceed \$42,294.76 – Educational Services & After School Program Funding – Nicole Latimer, Chief Educational Services Officer
- 10.10 Request to approve the Memorandum of Understanding with Sacramento County Office of Education (SCOE) for the 2022-2023 School Year Regarding the Provision of Services to Students with Moderate to Severe or Emotional Disabilities, at a cost not to exceed \$4736, Special Education Funds – Nicole Latimer, Chief Educational Services Officer
- 10.11 Request to Approve the Independent Contact with Tom Pender to Facilitate Professional Development Trainings to District Staff, at a cost not to exceed \$40,000, Educational Service Funds– Nicole Latimer, Chief Educational Services Officer
- 10.12 Request to Approve the Purchase of Licenses for Turnitin, LLC Software for the 2022-2023 School Year at a cost not to exceed \$4,294.50 – Educational Services Funds – Nicole Latimer, Chief Educational Services Officer
- 10.13 Request Permission to Apply for the Agricultural Incentive Grant for the 2022-2023 school year – Nicole Latimer, Chief Educational Services Officer
- 10.14 Request to Approve the Purchase of NoRedInk for Use at Riverview Middle School for the 2022-2023 School Year at a Cost not to Exceed \$3,150, Educational Services Funds – Nicole Latimer, Chief Educational Services Officer
- 10.15 Request to Declare as Surplus Library Books at Rio Vista High School That Are Damaged, Duplicated, or Out-of-Date – Victoria Turk, Principal
- 10.16 Request to Approve the Online Software Program of Home Campus an Athletic Clearance Packet Program for Rio Vista High School and Delta High School – At a cost not to exceed \$1,990 – Nicole Latimer, Chief Educational Services Officer
- 10.17 Request to Approve the Subscription to Teachers Pay Teachers (TPT) School Access to provide District Educators with Essential Teacher Resources and Digital Tools for the 2022-2023 School Year, not to exceed \$21,735, Educational Services Funds – Tammy Busch, Chief Business Officer
- 10.18 Request to Approve the Independent Contract For Services Agreement with DIXON SmartSchoolHouse, LLC to Provide Oversight and Assist the District in Negotiations with Developer, at a Cost Not to Exceed \$25,000, Developer Fee Funds – Tammy Busch, Chief Business Officer
- 10.19 Request to Approve the Agreement with Loy Mattison Enterprises, E-Rate Consultant to Provide Assistance with the E-Rate Process in FY 2022-2023, not to Exceed \$9,000 – Tammy Busch, Chief Business Officer
- 10.20 Request to Approve the Contract with Ryland School Business Consulting for Various Financial and Business Office Services – at a cost not to exceed \$15,000 – Unrestricted General Funds – Tammy Busch, Chief Business Officer
- 10.21 Request to Reject Claim #22-9253, Application by Employee #000887 to File Late Tort Claim – Katherine Wright, Superintendent
- 10.22 Donations or Receive and Acknowledge

Rio Vista High School – In memory of Dennis Katsuki

Eugene Togioka
Lira's Supermarket
Leona Beaver
Dalene Sasaki
Jerry and Nadine Penick
Cheryl Apple
Richard and Kyoki Oba
Donald and Jill Birnbaum
Florence and John Inouye

Member Lamera moved to approve, Member Mahoney seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

Member Stone noted that a Public Comment was presented to the Board regarding consent item 10.3 to provide additional funding for Rio Vista CARE. She stated that the Board has plans to re-evaluate funds after First Interim.

Mrs. Gaston addressed President Stone remarking that, in Consent Item 10.14, the language should read “not to exceed”, and is correctly stated on the briefing.

Action Items -- Individual speakers shall be allowed two minutes to address the Board on any agenda item. The Board may limit the total time for public input on each agenda item to 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. Procedures for Public comment will follow the same process as in number 8.

11. Request to Approve and Adopt the 2022-2023 Local Control and Accountability Plan (LCAP) for River Delta Unified School – Katherine Wright, Superintendent

Member Apel moved to approve, Member Lamera seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

12. Request to Approve and Adopt the Proposed 2022-2023 District Budget for River Delta Unified School District – Tammy Busch, Chief Business Officer

Member Lamera moved to approve, Member Mahoney seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

13. Request to Approve Resolution #834 Authorizing FY 2021-2022 expenditures from Education Protection Act Funds (Proposition 30) – Tammy Busch, Chief Business Officer

Member Mahoney moved to approve, Member Lamera seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

14. Request to Approve the Contract with Williams & Associates, LLC to Provide the District with State School Facility Program (SFP) Services, at a cost not exceed \$25,000 Measure J and Funds, - Tammy Busch, Chief Business Officer

Member Mahoney moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

15. Request to Approve the Proposal from Warren Consulting Engineers, Inc. to provide Land Surveying Services for the Rio Vista High School’s New Classrooms, Riverview Middle School’s Student Drop-off & Accessibility, Delta High and Clarksburg Middle School’s Cafeteria Modernization Projects, \$21,000 Measure J Funding and \$6,500 Measure K Funding – Tammy Busch, Chief Business Officer

Member Mahoney moved to approve, Member Lamera seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

16. Request to Approve the Contract with RGM Kramer, Inc. to Provide Construction Management Services for Measures J and K Facilities Bond Projects, \$140,474 Measure J Funds and \$44,360 Measure K Funds – Tammy Busch, Chief Business Officer

Member Lamera moved to approve, Member Jelly seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

17. Request to Approve the Contract with Wallace Kuhl & Associates to Provide Geotechnical Engineering Services for the Rio Vista High School’s New Classrooms and the Riverview Student Drop-off and Accessibility Projects, at a cost not to exceed \$8,500 Measure J Funds – Tammy Busch, Chief Business Officer

Member Mahoney moved to approve, Member Apel seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

18. ~~Request to Approve the Amended Employment Agreement, Section II: Salary, Part 1, for Katherine Wright, Superintendent – Board President Stone - PULLED~~

19. Request to Correct the Placement of the Chief Business Officer on the Salary Schedule, Due to Incorrect Placement Upon Hiring – Katherine Wright, Superintendent
Member Jelly moved to approve, Member Lamera seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)
20. Request to Approve the Name Change of Position Titles for the Chief Business Officer to Assistant Superintendent of Business Services and the Chief Educational Services Officer to Assistant Superintendent of Educational Services - Katherine Wright, Superintendent
Member Lamera moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)
21. Request to Review and Approve the River Delta Unified School District's Plan for the Universal Pre-kindergarten Planning and Implementation Grant Program – Nicole Latimer, Chief Educational Services Officer
Member Mahoney moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)
22. Request to Approve the First and Final Reading of Administrative Regulation 3541 Transportation Routes and Service and the Modified Transportation Services Offered in River Delta Unified School District – Tammy Busch, Chief Business Officer
- Public Comment from Clark Bilorusky, parent from Liberty Ranch housing development, spoke of the need for transportation for his children.
Member Apel moved to approve, Member Mahoney seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)
23. Request to Authorize Superintendent Wright to Approve the Conditional Appointment of the Vacant Administrative Positions – Katherine Wright, Superintendent
Member Apel moved to approve, Member Jelly seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)
24. Re-Adjourn to continue Closed Session, if needed – Board President Stone reported that re-adjourning to Closed Session was not necessary.
25. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Stone reported Closed Session was not necessary – no actions to report.
26. Adjournment: There being no further business before the Board, Board President Stone asked for a motion to adjourn.
Member Lamera moved to approve, Member Jelly seconded. Motion carried 6 (Ayes: Mahoney, Riley, Lamera, Apel, Jelly, Stone): 0 (Nays): 1 (Absent: Casillas)

The meeting was adjourned at 9:08 pm

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 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services 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:

Tammy Busch, Asst. Superintendent of Business Services

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: Mon, Aug 01, 2022, 4:31 PM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642	500.00	4121 WATER TESTING	06/16/2022	22356680 PV-220831	500.00	N
(0) - 0						N
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696	49.26	14040 TRANS PARTS	06/16/2022	22356656 PO-220152	49.26	N
(707) 374-6317						N
010999 ACADEMIC AFFAIRS 1026 FLORIN RD STE #143 SACRAMENTO, CA 95831	1,078.59	1491 CTE SUPPLIES	06/02/2022	22353639 PV-220819	1,078.59	N
(070) 399-9091						N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	254.99	MAY 2022 DUES	06/21/2022	22357396 PV-220861	254.99	N
(800) 608-2272						N
015672 AGUILERA RODRIGUEZ, OSCAR 315 RIVERVIEW STREET RIO VISTA, CA 94571	500.00	F & M BANK SCHOLARSHIP	06/23/2022	22358028 PV-220878	500.00	N
(0) - 0						N
015430 AMAZON 2201 WESTLAKE AVE. #500 SEATTLE, WA 98121	17,432.65	171Y-66YD-WQPG DHW SUPPLIES 1KD4-Q1K9-XJ1T F5 SUPPLIES 1KD4-Q1K9-X97Q ISLE SUPPLIES 1TD6-9TGG-PPDL ISLE SUPPLIES 1TK3-JYY3-YL1R ISLE SUPPLIES 171Y-66YD-V71G ISLE SUPPLIES 1DWT-1P3L-TKF3 MAINT/TRANS SUP 1DWT-1P3L-TKF3 MAINT/TRANS SUP	06/02/2022 06/16/2022 06/16/2022 06/16/2022 06/16/2022 06/16/2022 06/21/2022 06/21/2022	22353640 PV-220820 22356657 PO-220850 22356670 PO-220894 22356670 PO-220894 22356670 PO-220894 22356670 PO-220894 22357387 PO-220910 22357387 PO-220910	192.36 2,005.83 183.75 146.64 108.60 283.33 76.01 546.86	N N N N N N N N
(0) - 0						N

1KKM-9X1V-VTQR MAINT SUPPLIES	06/21/2022	22357387	PO-220914	236.63	N
1LTY-1RYV-1DWC MAINT SUPPLIES	06/21/2022	22357387	PO-220915	2,844.47	N
1YNC-MDH9-YXDK CAFE SUPPLIES	06/21/2022	22357397	PV-220862	273.03	N
1YNC-MDH9-YXDK LAPTOPS	06/21/2022	22357397	PV-220862	8,090.56	N
16V4-YNP4-3JMD LAPTOPS	06/21/2022	22357397	PV-220862	2,444.58	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	2,335.23	RMS SUPPLIES	06/21/2022	22357395 PO-220791	45.36	N
		DHS FFA HOTEL	06/21/2022	22357395 PO-220887	580.80	N
		DELTA FFA HOTEL	06/21/2022	22357395 PO-220887	580.80	N
		PRSCS SUPPLIES	06/21/2022	22357395 PO-220896	51.09	N
(0) - 0 N		PRSCS SUPPLIES	06/21/2022	22357395 PO-220896	51.09	N
		PRSCS SUPPLIES	06/21/2022	22357395 PO-220896	628.76	N
		PRESCHL SUPPLIES	06/21/2022	22357395 PO-220897	185.26	N
		DHW FILTER	06/21/2022	22357395 PV-220860	68.12	N
		FASTTRAK	06/21/2022	22357395 PV-220860	7.00	N
		REFUND SP ED	06/21/2022	22357395 PV-220860	220.00	N
		RMS PIZZA	06/21/2022	22357395 PV-220860	167.13	N
		FASTTRAK	06/21/2022	22357395 PV-220860	12.00	N
		RMS PIZZA	06/21/2022	22357395 PV-220860	280.00	N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	230.40	ISLE CAMERAS	06/02/2022	22353627 PO-220177	230.40	N
(209) 465-1986 N BALCO HOLDINGS						
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680	329.08	ASP REIMB/MILEAGE	06/23/2022	22358055 TC-220634	70.76	N
		ASP REIMB/MILEAGE	06/23/2022	22358055 TC-220634	38.93	N
		ASP REIMB/MILEAGE	06/23/2022	22358055 TC-220634	70.76	N
(0) - 0 N		ASP REIMB/MILEAGE	06/23/2022	22358055 TC-220634	38.93	N
		ASP REIMB/MILEAGE	06/23/2022	22358055 TC-220634	70.77	N
		ASP REIMB/MILEAGE	06/23/2022	22358055 TC-220634	38.93	N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615	263.87	BATES REIMB	06/16/2022	22356708 TC-220598	263.87	N
(0) - 0 N						
002104 BEL AIR P.O. BOX 15618 SACRAMENTO, CA 95852	234.99	5000034 DHS AG SUPPLIES	06/02/2022	22353632 PO-220692	117.50	N
		5000034 DHS AG SUPPLIES	06/02/2022	22353632 PO-220692	117.49	N
(888) 208-8930 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015660 BOERS, JUDITH 60 50TH STREET SACRAMENTO, CA 95819	1,381.25	001 SEIS REVIEW	06/23/2022	22358029 PV-220879	1,381.25	Y
(0) - 0						Y
015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123	120.15	102296 ASP WATR 136357 BATES WATER 101414 MOKE WATER	06/16/2022 06/16/2022 06/16/2022	22356681 PV-220832 22356681 PV-220832 22356681 PV-220832	50.60 52.05 17.50	N N N
(916) 441-7261		N WATERCO OF CAL				
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815	7.23	432459 COPIER CONTRACTS	06/16/2022	22356658 PO-220225	7.23	N
(916) 923-0500		N				
015218 BUSCH, TAMMY 221 REDSTONE CIRCLE SUISUN CITY, CA 94585	355.44	JAN-JUN MILEAGE CBO SIA MILEAGE	06/21/2022 06/28/2022	22357414 TC-220628 22359289 TC-220637	305.25 50.19	N N
(559) 679-6957		N				
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745	754.62	410034223 TRANS SUPPLIES	06/02/2022	22353628 PO-220267	754.62	N
(209) 531-3928		N				
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150	1,186.47	ISLE WATER SERV	06/16/2022	22356682 PV-220833	1,186.47	N
(888) 237-1333		N				
012268 CALIFORNIA WASTE RECOVERY SYSTEMS	1,256.12	ISLE WASTE SERVICE	06/16/2022	22356683 PV-220834	1,256.12	N

175 ENTERPRISE CT STE #A
GALT, CA 95632-9047

(209) 369-6887

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015654 CAPITAL KIDS OCCUPATIONAL THERAPY INC. 5340 ELVAS AVENUE SUITE #300 SACRAMENTO, CA 95819 (916) 296-4616 N	2,100.00	CK212386 OCC THERAPY SERV	06/23/2022	22358030 PV-220880	2,100.00	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513 (0) - 0 N	364.00	DHW REIMB	06/16/2022	22356709 TC-220599	364.00	N
014492 CATA PO BOX 186 GALT, CA 95632 (209) 744-1614 N	594.00	VAN RIPER STATE CONF REGIST VAN RIPER STATE CONF REGIST	06/16/2022 06/16/2022	22356684 PV-220835 22356684 PV-220835	297.00 297.00	N N
015241 CATES, LEA 837 GAZEBO LANE GALT, CA 95632 (661) 346-7925 N	54.90	DHW REIMB	06/16/2022	22356710 TC-220600	54.90	N
012184 CDE P.O. BOX 515006 SACRAMENTO, CA 95851-5006 () - N	179.00	SF-D348000 CDE	06/21/2022	22357398 PV-220863	179.00	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	3,728.58	BATES, WG, MOKE TRANS WASTE BATES, WG, MOKE TRANS WASTE BATES WASTE SERV	06/16/2022 06/16/2022 06/23/2022	22356685 PV-220836 22356685 PV-220836 22358031 PV-220881	2,492.35 141.20 1,095.03	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015222 CHEN, JIALING 7820 52ND AVENUE SACRAMENTO, CA 95828 (719) 510-4467	443.22	JAN-JUNE MILEAGE	06/16/2022	22356711 TC-220601	443.22	N
014254 CIF SAC-JOQUIN SECTION PO BOX 289 LODI, CA 95241 () -	10.00	7844 DHS FEES	06/02/2022	22353641 PV-220821	10.00	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	90390 ISLE SEWER	06/16/2022	22356659 PO-220159	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0	11,060.12	RV WATER SERV RV SEWER SERV	06/16/2022 06/16/2022	22356671 PO-220286 22356671 PO-220286	6,722.51 4,337.61	N N
015265 CLARK PEST CONTROL OF STOCKTON PO BOX 1480 LODI, CA 952411480 (800) 936-3339	125.00	31082937 CAFE PEST CONTROL	06/16/2022	22356705 PV-220857	125.00	N
013196 COMMERCIAL APPLIANCE SERVICE INC 281 LATHROP WAY #100 SACRAMENTO, CA 95815-4200 (916) 567-0203	2,070.35	210691 CAFE DISHWASHER REPAIR 210691 CAFE DISHWASHER REPAIR	06/16/2022 06/16/2022	22356669 PO-220778 22356669 PO-220778	801.60 1,268.75	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722	1,625.92	185172 DISTRICT WIDE NETWORK 185172 DISTRICT WIDE NETWORK	06/16/2022 06/16/2022	22356686 PV-220837 22356686 PV-220837	14,999.67 13,373.75-	N N
014569 CPI 10850 W. PARK PLACE SUITE 250 MILWAUKEE, WI 53224 (888) 426-2184	3,899.00	298490 SP ED CONF	06/28/2022	22359273 PV-220906	3,899.00	N
015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533 (707) 558-1000	108.35	844261 DO WATER 101708 RVHS WATER	06/16/2022 06/16/2022	22356687 PV-220838 22356687 PV-220838	99.60 8.75	N N
013476 CURRICULUM ASSOCIATES PO BOX 936600 ATLANTA, GA 31193-6600 (800) 225-0248	3,465.88	90173621 WG SUPPLIES	06/02/2022	22353629 PO-220883	3,465.88	Y
013876 DATAPATH PO BOX 886009 LOS ANGELES, CA 90088-6009 (888) 693-2827	16,632.31	155709 MANAGED STORAGE 155708 DW IT SERVICES 155708 DW IT SERVICES 155708 DW IT SERVICES 155708 DW IT SERVICES 155708 DW IT SERVICES 155708 DW IT SERVICES 155462 365 MIGRATION MFA SETUP	06/02/2022 06/16/2022 06/16/2022 06/16/2022 06/16/2022 06/16/2022 06/16/2022 06/23/2022	22353642 PV-220822 22356660 PO-220191 22356660 PO-220191 22356660 PO-220191 22356660 PO-220191 22356660 PO-220191 22356668 PO-220191 22358024 PO-220877	450.00 11,573.21 121.82 121.82 121.82 121.82 243.64 4,000.00	N N N N N N N N
015666 DE LA ROSA, ALYSSA 306 CHARDONNAY WAY RIO VISTA, CA 94571 (0) - 0	3.39	APRIL/JUNE MILEAGE	06/16/2022	22356712 TC-220602	3.39	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	1,845.58	76769835 F5 LEASE 76769809 WG LEASE 76775091 CDS LEASE 76775091 MOKE LEASE 76745438/76783097 LEASES	06/28/2022 06/28/2022 06/28/2022 06/28/2022 06/28/2022	22359263 PO-220039 22359263 PO-220089 22359263 PO-220230 22359263 PO-220230 22359274 PV-220907	80.82 167.01 300.76 54.81 1,242.18	N N N N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	75.50	JUN3 2022 SUMMER HEALTH PREM	06/21/2022	22357399 PV-220864	75.50	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	148,469.00	JUNE TAX IN LIEU	06/02/2022	22353643 PV-220823	148,469.00	N
014041 DEPARTMENT OF SOCIAL SERVICES 2525 NATOMAS PARK DRIVE SUITE 250 SACRAMENTO, CA 95833 (916) 263-5744 N	242.00	343617538 STATE PRESCHL FEES	06/21/2022	22357412 PV-220865	242.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	201.72	55E1678029 BATES CONTRACT 55E1679217 ISLE COPIER CONTRAC	06/16/2022 06/23/2022	22356674 PO-220231 22358042 PV-220892	42.14 159.58	N N
015248 DIXON SMARTSCHOOLHOUSE 4 VIA CANCION SAN CLEMENTE, CA 92673 (0) - 0 N	2,685.00	1353 CONSULTING	06/02/2022	22353638 PO-220546	2,685.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000188 DOLK TRACTOR COMPANY 242 N. FRONT STREET RIO VISTA, CA 94571	466.74	3542 MAINT SUPPLIES	06/23/2022	22358032 PV-220882	466.74	N
(0) - 0						N
014006 DONNELLY FLORAL & EVENT DESIGN 107 S 2ND ST RIO VISTA, CA 94571	278.31	1112 WIND RIVER GRAD FLOWERS	06/02/2022	22353650 PV-220830	278.31	Y
(0) - 0		Y SARAH DONNELLY				
015321 DRURY, CHANDRA 243 MONTEZUMA ST RIO VISTA, CA 94571	332.47	WIND RIVER CASAS CONF REIMB	06/28/2022	22359292 TC-220640	332.47	N
(0) - 0						N
015667 DUBOIS, LACEY 422 SAINT FRANCIS WAY RIO VISTA, CA 94571	29.25	APRIL/JUNE MILEAGE	06/16/2022	22356713 TC-220603	29.25	N
(0) - 0						N
001285 DUBOIS, PATRICIA 422 ST. FRANCIS WAY RIO VISTA, CA 94571	32.29	JUNE MILEAGE	06/16/2022	22356714 TC-220604	32.29	N
(0) - 0						N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	5,550.23	291996 TRANS FUEL	06/23/2022	22358025 PO-220142	5,550.23	N
(0) - 0						N
015663 EAST BAY RESTAURANT SUPPLY 49 FOURTH STREET	14,242.32	SI973215/SI973214 FREEZERS	06/21/2022	22357388 PO-220922	13,712.32	N
		SI973215/SI973214 LABOR	06/21/2022	22357388 PO-220922	530.00	N

OAKLAND, CA 94607

(510) 465-4300

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015659 EDWARDS, STEVENS, AND TUCKER 333 UNIVERSITY AVE. #200 SACRAMENTO, CA 95825	6,008.00	4180 ATTY FEES 4180 ATTY FEES	06/21/2022 06/21/2022	22357400 PV-220866 22357400 PV-220866	935.00 5,073.00	Y Y
(916) 565-7697						Y
010042 EMIGH, JENNIFER 315 RANIER COURT RIO VISTA, CA 94571	109.74	MILEAGE	06/28/2022	22359290 TC-220638	109.74	N
(0) - 0						N
015670 ESPARZA, ANNA 2966 BEESTON AVE SACRAMENTO, CA 95822	136.36	CONF REIMB	06/21/2022	22357415 TC-220629	136.36	N
(916) 612-8437						N
015510 FAGEN FRIEDMAN & FULFROST LLP PO BOX 8445 PASADENA, CA 91109-8445	146.00	202470 ATTY FEES	06/28/2022	22359275 PV-220908	146.00	N
(0) - 0						N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	7,398.72	DW PHONE SERVICE 707-374-2995 ACCT LINE 1 YR 102021.8 BIIG CIRCUIT 102021.8 BIIG CIRCUIT 070121-8 BIIG CIRCUIT	06/16/2022 06/16/2022 06/16/2022 06/16/2022 06/21/2022	22356672 PO-220287 22356688 PV-220839 22356688 PV-220840 22356688 PV-220840 22357401 PV-220867	3,836.19 3,151.85 64.99 58.24 403.93	N N N N N
(0) - 0						N
015144 GARCIA, MICHAEL 4712 HAMILTON ST. SACRAMENTO, CA 95841	60.84	COUNSELOR SUPPLIES	06/16/2022	22356715 TC-220605	60.84	N
(760) 987-8969						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015671 GEOLINKS CALIFORNIA INTERNET 251 CAMARILLO RANCH RD CAMARILLO, CA 93012 (0) - 0 N	69.70	BD0086799 CIRCUIT	06/21/2022	22357402 PV-220868	69.70	N
015661 GLASSWEST INC 3033 DULUTH STREET W. SACRAMENTO, CA 95691 (0) - 0 N	598.00	46864 MAINT WINDOW	06/21/2022	22357389 PO-220920	598.00	N
015668 GOLDING, RYAN 12033 OLD EUREKA WAY GOLD RIVER, CA 95670 (0) - 0 N	265.04	REIMB	06/16/2022	22356716 TC-220606	265.04	N
003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998 (800) 533-0446 N THE PROPHET CO	640.51	IN165786 DHW SUPPLIES	06/23/2022	22358016 PO-220835	640.51	N
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 (916) 444-5100 N	12,884.41	1324240 PROF SERV 1324279/132480/1324281 PROF SV	06/21/2022 06/28/2022	22357403 PV-220869 22359276 PV-220909	6,790.00 6,094.41	N N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422 N	1,028.53	31671457 CMS LEASE 21821411 DHS LEASE 31876779 CMS LEASE	06/02/2022 06/23/2022 06/28/2022	22353644 PV-220824 22358033 PV-220883 22359277 PV-220910	309.95 375.38 343.20	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690-	33.73	13112 MAINT SUPPLIES	06/23/2022	22358034 PV-220884	33.73	N
(916) 776-1744		N THE LYMAN GROU				
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162	2,400.00	SP ED BHVR ASSMNTS SP ED BHVR ASSMNTS	06/16/2022 06/28/2022	22356673 PO-220179 22359264 PO-220179	2,000.00 400.00	Y Y
(916) 640-3533		Y				
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354	1,760.00	SP ED W/E 5/26	06/16/2022	22356689 PV-220841	1,760.00	Y
(209) 604-8533		Y WAYNE STEVENSO				
012374 HEMMAN, KAREN 13 WHISPERING WAY LODI, CA 95242	47.81	STALEDATE 22506442	06/16/2022	22356717 TC-220607	47.81	N
(209) 404-5730		N				
013968 HIBMA, DONNA 655 RUBIER WAY RIO VISTA, CA 94571	3.10	APRIL/MAY MILEAGE JUNE MILEAGE	06/16/2022 06/21/2022	22356734 TC-220624 22357418 TC-220632	1.93 1.17	N N
(0) - 0		N				
015274 HINSHAW, MERCY 14486 STATE HWY 160 WALNUT GROVE, CA 95690	32.76	JUNE MILEAGE	06/21/2022	22357419 TC-220633	32.76	N
(0) - 0		N				
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736	2,444.22	MAINT SUPPLIES RVHS AG SUPPLIES	06/23/2022 06/23/2022	22358017 PO-220115 22358017 PO-220656	1,514.56 383.57	N N

P.O. BOX 78047
PHOENIX, AZ 85062-8047

RVHS AG SUPPLIES
DHS AG SUPPLIES
DHS AG SUPPLIES

06/23/2022	22358017	PO-220656	383.58	N
06/23/2022	22358035	PV-220885	81.26	N
06/23/2022	22358035	PV-220885	81.25	N

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114	1,460.00	687575084/688914688 SUPPLIES 690365770 CUST SUPPLIES 690218524 CUS T SUPPLIES 689345387 CUST SUPPLIES	06/21/2022 06/23/2022 06/23/2022 06/23/2022	22357404 PV-220870 22358036 PV-220886 22358036 PV-220886 22358036 PV-220886	1,115.95 27.42 280.00 36.63	N N N N
002180 HORIZON DISTRIBUTORS PO BOX 80248 CITY OF INDUSTRY, CA 91716-8248 (209) 931-8555	6,184.42	2B189846 MAINT SUPPLIES 2B190040 MAINT SUPPLIES 2B190314 MAINT SUPPLIES	06/21/2022 06/23/2022 06/28/2022	22357390 PO-220119 22358037 PV-220887 22359278 PV-220911	82.82 5,946.04 155.56	N N N
013807 HUBERT COMPANY LLC 9555 DRY FORK ROAD HARRISON, OH 45030 (800) 543-7374	515.60	712353/712351 CAFE SUPPLIES	06/16/2022	22356706 PV-220858	515.60	N
015664 HUMBOLDT COUNTY FARM BUREAU NORTH COAST AG PARTNERS 379 12TH STREET FORTUNA, CA 95540 (0) - 0	200.00	REIS/LAUCHLAND RVHS AG REGIST REIS/LAUCHLAND RVHS AG REGIST	06/02/2022 06/02/2022	22353645 PV-220825 22353645 PV-220825	100.00 100.00	N N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037	1,893.08	3553128 RVHS SUPPLIES 3537164 RVHS SUPPLIES 3575490 RVHS SUPPLIES 3576141/3576140/3577145 RVHS	06/21/2022 06/21/2022 06/23/2022 06/28/2022	22357391 PO-220042 22357391 PO-220043 22358038 PV-220888 22359279 PV-220912	422.76 380.10 285.31 804.91	N N N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770	1,400.89	2670792 WIND RIVE CONTRACT 2698026 RVHS LEASE	06/02/2022 06/16/2022	22353637 PO-220072 22356690 PV-220842	672.88 728.01	N N
015168 JEFFS BACKLOW SERVICE	285.00	2762 MAINT SERV	06/23/2022	22358039 PV-220889	285.00	Y

391 ALPEN ROSE WAY
GALT, CA 95632

(209) 639-2921

Y JEFFERY NORMAN

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014869 JOSEPHS LAWNMOWER 1551 OAK PARK BLVD PLEASANT HILL, CA 94523 (925) 935-7240	4,729.43	331839 MOWER	06/16/2022	22356661 PO-220909	4,729.43	N
013649 JP PETROLEUM SERVICE 3065 ASANTE LANE WEST SACRAMENTO, CA 95691 (916) 372-5693	1,340.52	8444/8445 PRESSURE TESTS	06/23/2022	22358040 PV-220890	1,340.52	Y
014250 JW PEPPER PO BOX 642 EXTON, PA 19341 (800) 345-6296	23.58	363428300 CMS/DHS SUPPLIES 363428300 CMS/DHS SUPPLIES	06/28/2022 06/28/2022	22359280 PV-220913 22359280 PV-220913	11.79 11.79	N N
001163 KAPLAN S P.O. BOX 609 LEWISVILLE, NC 27023 (800) 334-2014	1,200.12	6221626/135960 PRSCL SUPPLIES	06/28/2022	22359269 PO-220729	1,200.12	N
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD SUITE 101 ELK GROVE, CA 95758 (650) 610-4370	212.81	456679 MAINT SUPPLIES	06/23/2022	22358041 PV-220891	212.81	N
015251 KEYANALYTICS 555 CORPORATE DRIVE #100 LAERA RANCH, CA 92694 (0) - 0	10,500.00	2022-040B PRJCT TRACKING 2022-040B PRJCT TRACKING	06/28/2022 06/28/2022	22359271 PO-220548 22359272 PO-220548	7,980.00 2,520.00	N N
011311 LA RUE COMMUNICATIONS	330.00	9783 TRANS UHF REPEAPER	06/16/2022	22356675 PO-220144	330.00	7

521 E. MINER AVE
STOCKTON, CA 95202

(209) 463-1900

Y LA RUE, KNOX J

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895	1,947.09	100013051822 ASP SUPPLIES 108857052322 ASP SUPPLIES	06/16/2022 06/16/2022	22356662 PO-220574 22356662 PO-220574	979.33 967.76	N N
(800) 424-4772						N
015282 LANGUAGE PEOPLE INC PO BOX 158 HUNTERS, WA 99137	250.00	162547 SP ED TRANSLATORS	06/16/2022	22356676 PO-220838	250.00	N
(0) - 0						N
012149 LARIOS, MARIA PO BOX 362 COURTLAND, CA 95615	69.89	MAY MILEAGE/REIMB MAY MILEAGE/REIMB	06/16/2022 06/16/2022	22356718 TC-220608 22356718 TC-220608	62.87 7.02	N N
(0) - 0						N
015512 LEAF PO BOX 5066 HARTFORD, CT 06102-5066	2,832.95	13311169 CMS LEASE 13311168 DHW LEASE 13196891 CMS LEASE	06/16/2022 06/16/2022 06/23/2022	22356691 PV-220843 22356691 PV-220843 22358043 PV-220893	1,048.91 735.13 1,048.91	N N N
(866) 219-7924						N
015665 LEBLANC, CAMILLE 2617 MORETTO COURT RANCHO CORDOVA, CA 95670	240.37	DHS REIMB	06/16/2022	22356719 TC-220609	240.37	N
(0) - 0						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	619.43	#55 RVHS SUPPLIES	06/16/2022	22356692 PV-220844	619.43	N
(707) 374-5399						N
013860 LOCICERO, PATTI 1756 BEACH DRIVE	15.62	CAFE MAY MILEAGE CAFE REIMB	06/02/2022 06/16/2022	22353653 TC-220597 22356735 TC-220625	7.54 8.08	N N

ISLETON, CA 95641

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015183 LOPEZ, LUIS PO BOX 237 HOOD, CA 95639	74.58	MAY MILEAGE	06/16/2022	22356720 TC-220610	74.58	N
(0) - 0						N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	2,897.07	MAINT SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES	06/23/2022 06/23/2022 06/23/2022 06/23/2022 06/23/2022	22358018 PO-220117 22358018 PO-220382 22358018 PO-220382 22358018 PO-220823 22358018 PO-220823	1,396.79 209.51 209.52 540.63 540.62	N N N N N
(866) 232-7443						N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662	975.00	050122061722 ERATE SERV	06/23/2022	22358044 PV-220894	975.00	Y
(0) - 0						Y
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693	3,175.68	E6019990262 NURSING ASSTS E5902710262 NURSING ASSTS E5952680262 NURSING ASSTS	06/16/2022 06/16/2022 06/16/2022	22356677 PO-220451 22356677 PO-220451 22356677 PO-220451	560.16 1,135.68 1,479.84	N N N
(800) 394-7195						N
015110 MAYNARD, NIKKA 4545 BEACON COURT RIO VISTA, CA 94571	21.64	MAY/JUNE MILEAGE	06/16/2022	22356736 TC-220626	21.64	N
(0) - 0						N
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733	3,541.96	SP ED PROF SERVICES SP ED PROF SERV	06/02/2022 06/23/2022	22353630 PO-220158 22358045 PV-220896	1,440.00 2,101.96	Y Y
(209) 601-2940						Y
015270 MEDIWASTE PO BOX 6579	265.00	155538 MEDIWASTE	06/16/2022	22356678 PO-220673	265.00	N

CORONA, CA 92878

(855) 449-6334

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000	625.00	2283705 MODULAR LEASE	06/16/2022	22356707 PV-220859	625.00	N
		N MCGRATH RENTCO				
015669 NELSON, JEFFREY 2154 51ST AVENUE SACRAMENTO, CA 95822 (0) - 0	83.18	DHS SUPPLIES	06/16/2022	22356721 TC-220611	83.18	N
		N				
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757 (0) - 0	110.82	WG REIMB	06/16/2022	22356722 TC-220612	110.82	N
		N				
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815 (916) 922-1075	1,192.60	K116904 TRANS SUPPLIES	06/23/2022	22358047 PV-220897	1,192.60	N
		N				
015342 NORTHSTATE ASSISTIVE TECHNOLOG PO BOX 2112 PARADISE, CA 95967 (0) - 0	4,824.13	0622-24217 SP ED SUPPLIES	06/21/2022	22357392 PO-220892	4,824.13	Y
		Y CORY HANOSH				
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475	31.24	716703342-02 ASP SUPPLIES	06/23/2022	22358048 PV-220898	31.24	N
		N OTC DIRECT INC				
014454 OROZCO, PRITIKA 14216 SHOP STREET	470.34	MAY MILEAGE	06/16/2022	22356723 TC-220613	470.34	N

WALNUT GROVE, CA 95690

(916) 491-0657

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780 (714) 573-0900	14,315.00	74987 ATTY FEES 75069/75074 ATTY FEES	06/02/2022 06/28/2022	22353646 PV-220826 22359281 PV-220914	4,715.00 9,600.00	Y Y
		Y PARKER & COVE				
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571 (707) 628-4406	245.99	MAY MILEAGE	06/16/2022	22356724 TC-220614	245.99	N
		N				
015261 PCR CONSULTING 4041 SOQUEL DRIVE, STE A-1 SOQUEL, CA 95073 (0) - 0	691.56	RD07 PROF SERV	06/28/2022	22359282 PV-220915	691.56	N
		N				
013086 PEARSON EDUCATION INC 501 BOLYSTON STREET SUITE 900 BOSTON, MA 02116 (800) 848-9500	1,154.93	18309499 ESL CURRICULUM	06/28/2022	22359268 PO-220856	1,154.93	N
		N				
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0	38,719.14	DW ELECTRIC RVHS RADIO RIO ELECT	06/02/2022 06/16/2022	22353631 PO-220289 22356694 PV-220846	38,692.74 26.40	N N
		N PACIFIC GAS AN				
013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700 (800) 228-1071	756.09	3105511531 POSTAGE MACH LEASE 1020782738 NEW PSTG LEASE	06/16/2022 06/16/2022	22356663 PO-220209 22356695 PV-220847	370.12 385.97	N N
		N				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624 (916) 422-0571	15,287.00	1680 SP ED INST ASSTS 537469/737587/737601 NPS FEES	06/16/2022 06/16/2022	22356679 PO-220168 22356679 PO-220169	6,432.00 8,855.00	N N
014716 POSNICK, LISA 9955 LIVE OAK AVE GALT, CA 95632 (0) - 0	83.30	BATES REIMB	06/16/2022	22356725 TC-220615	83.30	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866	28,103.60	7949/7950 SP ED SP THERAPY	06/23/2022	22358019 PO-220165	28,103.60	7
015262 REEVES, JODIE 133 DELTA WAY RIO VISTA, CA 94571 (0) - 0	303.73	MAY JUNE MILEAGE	06/21/2022	22357416 TC-220630	303.73	N
015673 REYNOSO RUIZ, CYNTHIA 13681 LEARY ROAD WALNUT GROVE, CA 95690 (916) 738-4339	9.94	ASP JUNE MILEAGE	06/23/2022	22358056 TC-220635	9.94	N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (0) - 0	1,024.01	270676 MAINT SUPPLIES 271645 DHW SUPPLIES	06/02/2022 06/16/2022	22353636 PO-220110 22356664 PO-220065	1,023.58 .43	N N
014071 RIO VISTA BEACON PO BOX 726	170.00	454799 BRD AD	06/21/2022	22357405 PV-220871	170.00	N

BRENTWOOD, CA 94513

(925) 550-7811

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	2,759.62	DO WASTE SERVICE RV WASTE SERV	06/16/2022 06/23/2022	22356693 PV-220845 22358046 PV-220895	132.72 2,626.90	N N
(0) - 0						N
010846 RIOS, ESMERALDA PO BOX 652 WALNUT GROVE, CA 95690	17.67	F5 REIMB	06/16/2022	22356726 TC-220616	17.67	N
(0) - 0						N
014982 RIVERA-GARCIA, MARIA PO BOX 753 WALNUT GROVE, CA 95690	190.59	MAY MILEAGE	06/16/2022	22356727 TC-220617	190.59	N
(916) 270-5670						N
014206 RODRIGUEZ, JENNIFER 108 JANEWOOD CT FOLSOM, CA 95630	67.50	STALEDATE 22506427	06/16/2022	22356728 TC-220618	67.50	N
(916) 833-7401						N
014784 ROMAN, ANA 10 E 3RD ST ISLETON, CA 95641	217.62	JAN-MAY MILEAGE	06/16/2022	22356729 TC-220619	217.62	N
(0) - 0						N
015249 RVHS BOOSTER CLUB 410 S. 4TH STREET RIO VISTA, CA 94571	5,500.00	REPLACE LOST CK 331332	06/28/2022	22359283 PV-220916	5,500.00	N
(0) - 0						N
012449 S AND S WORLDWIDE 75 MILL STREET	1,057.24	100993781 ASP SUPPLIES 100968471 ASP SUPPLIES	06/23/2022 06/23/2022	22358020 PO-220577 22358049 PV-220899	608.01 79.91	N N

COLCHESTER, CT 06415

(800) 288-9941

N

100973133 ASP SUPPLIES

101011102 ASP SUPPLIES

100977791 ASP SUPPLIES

06/23/2022 22358049 PV-220899

06/23/2022 22358049 PV-220899

06/23/2022 22358049 PV-220899

87.62 N

169.70 N

112.00 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101 (800) 724-6527	1,407.50	4647109 F5 SUPPLIES 4628973/4677458/4647109 WG	06/16/2022 06/16/2022	22356665 PO-220033 22356665 PO-220849	1,000.00 407.50	N N
002988 SCHOOL SERVICES OF CALIFORNIA PO BOX 516613 LOS ANGELES, CA 90051-0599 (916) 446-7517	250.00	W12420 CBO WORKSHOP	06/28/2022	22359284 PV-220918	250.00	N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942 (0) - 0	622.79	208129952030 BATES SUPPLIES 308103989335 BATES SUPPLIES 208129952829 BATES SUPPLIES	06/16/2022 06/16/2022 06/16/2022	22356666 PO-220233 22356666 PO-220234 22356666 PO-220234	113.47 419.68 89.64	N N N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	1,067.50	EAP-062022.15 EMP ASST EAP-062022.15 EMP ASST MISC22-28/22-51 SPEC EVENT INS MISC22-28/22-51 SPEC EVENT INS	06/16/2022 06/16/2022 06/28/2022 06/28/2022	22356696 PV-220848 22356696 PV-220848 22359285 PV-220919 22359285 PV-220919	365.93 351.57 175.00 175.00	N N N N
015651 SEON DESIGN 1313 EAST MAPLE ST. # 231 BELLINGHAM, WA 98225 (0) - 0	2,712.33	170765 CAMERA SYSTEM VANS	06/23/2022	22358021 PO-220908	2,712.33	N
015220 SERVANIA, ROLLY PO BOX 9075 PITTSBURG, CA 94565 (925) 698-7098	73.71	MAY MILEAGE	06/02/2022	22353651 TC-220595	73.71	N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER	770.31	6112751 CRTLND TRANS PROPANE	06/16/2022	22356697 PV-220849	770.31	N

310
SUISUN CITY, CA 94585

(707) 425-2951

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007	434.16	100306286 DO SHREDDING 100306286 DO SHREDDING	06/16/2022 06/23/2022	22356698 PV-220850 22358050 PV-220902	286.61 147.55	N N
(0) - 0						N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,455.99	JUNE 2022 PREMIUMS JUNE 2022 PREMIUMS JUNE 2022 PREMIUMS	06/21/2022 06/21/2022 06/21/2022	22357406 PV-220873 22357406 PV-220873 22357406 PV-220873	2,828.31 1,576.22 51.46	N N N
(0) - 0						N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	980.56	JUNE 2022 PREMIUMS JUNE 2022 PREMIUMS	06/21/2022 06/21/2022	22357407 PV-220872 22357407 PV-220872	403.76 576.80	N N
(0) - 0						N
000095 SMUD P.O. BOX 15555 SACRAMENTO, CA 95852	8,339.17	BATES ELECT ELECT ELECT BATES ELECT	06/02/2022 06/23/2022 06/23/2022 06/28/2022	22353647 PV-220827 22358051 PV-220900 22358051 PV-220901 22359286 PV-220917	174.68 7,742.94 392.37 29.18	N N N N
(0) - 0						N
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170	68,851.92	MAY MEALS MAY MEALS	06/28/2022 06/28/2022	22359270 PO-220489 22359270 PO-220489	56,582.16 12,269.76	N N
(0) - 0						N
014643 SOLANO COUNTY DEPT. OF RESOURCE MANAGEMENT 675 TEXAS ST., SUITE 5500 FAIRFIELD, CA 94533-6341	194.00	274476596/274476582 HAZMAT CHR 274451892 TRANS PERMIT	06/02/2022 06/16/2022	22353648 PV-220828 22356699 PV-220851	110.00 84.00	N N
(707) 784-6765						N
013858 SPURR	3,762.08	DW GAS	06/21/2022	22357393 PO-220291	1,937.10	N

1850 GATEWAY BOULEVARD
CONCORD, CA 94520

CAFE GAS

06/21/2022 22357394 PO-220291

1,824.98 N

(888) 400-2155

N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014069 STAPLES ADVANTAGE	6,449.94	3500754533 DHW SUPPLIES	06/23/2022	22358022	PO-220068	108.91	N
500 STAPLES DRIVE		3504657542 DHW SUPPLIES	06/23/2022	22358022	PO-220068	139.38	N
FRAMINGHAM, MA 01702		3500831209 DHW SUPPLIES	06/23/2022	22358022	PO-220068	88.07	N
		3500418477 DHW SUPPLIES	06/23/2022	22358022	PO-220068	152.38	N
(0) - 0		3502853115 DHW SUPPLIES	06/23/2022	22358022	PO-220068	402.87	N
N STAPLES CONTRA		3502853116 DHW SUPPLIES	06/23/2022	22358022	PO-220068	108.43	N
		3498331521 DHW SUPPLIES	06/23/2022	22358022	PO-220068	38.27	N
		3498331520 DHW SUPPLIES	06/23/2022	22358022	PO-220068	42.76	N
		3500754531 DHW SUPPLIES	06/23/2022	22358022	PO-220068	78.91	N
		3500754532 DHW SUPPLIES	06/23/2022	22358022	PO-220068	249.79	N
		3500831210 DHW SUPPLIES	06/23/2022	22358022	PO-220068	214.97	N
		3510499395 SP ED SUPPLIES	06/23/2022	22358022	PO-220094	145.43	N
		3510435116 SP ED SUPPLIES	06/23/2022	22358022	PO-220094	717.74	N
		3509146376 CMS SUPPLIES	06/23/2022	22358022	PO-220187	128.59	N
		3498257672 DHS SUPPLIES	06/23/2022	22358022	PO-220222	55.12	N
		3502853117 WIND RIVER SUPPLIES	06/23/2022	22358027	PO-220250	27.22	N
		3505258662 CREDIT	06/23/2022	22358026	PO-220310	106.60	N
		3507778136 ASP SUPPLIES	06/23/2022	22358026	PO-220310	168.92	N
		3507778137 ASP SUPPLIES	06/23/2022	22358022	PO-220311	375.00	N
		3507978285 ASP SUPPLIES	06/23/2022	22358026	PO-220312	3.47	N
		3508133448 ASP SUPPLIES	06/23/2022	22358026	PO-220312	50.56	N
		3507943195 ASP SUPPLIES	06/23/2022	22358026	PO-220312	114.33	N
		3508133449 ASP SUPPLIES	06/23/2022	22358026	PO-220312	32.07	N
		3507943196 ASP SUPPLIES	06/23/2022	22358026	PO-220460	48.48	N
		3507943196 ASP SUPPLIES	06/23/2022	22358026	PO-220460	48.47	N
		3507943196 ASP SUPPLIES	06/23/2022	22358026	PO-220460	48.48	N
		3505699926 ISLE SUPPLIES	06/23/2022	22358022	PO-220864	95.95	N
		3500355668 ISLE SUPPLIES	06/23/2022	22358022	PO-220864	47.53	N
		350621514 ISLE SUPPLIES	06/23/2022	22358022	PO-220864	162.57	N
		3508790891 KINDERCAMP	06/23/2022	22358052	PV-220903	14.91	N
		3508534533 KINDERCAMP	06/23/2022	22358052	PV-220903	8.64	N
		3508534534 KINDERCAMP	06/23/2022	22358052	PV-220903	11.34	N
		3508534535 KINDERCAMP	06/23/2022	22358052	PV-220903	11.34	N
		3508650237 KINDERCAMP	06/23/2022	22358052	PV-220903	34.58	N
		3508790892 KINDERCAMP	06/23/2022	22358052	PV-220903	6.48	N
		3508459197 KINDERCAMP	06/23/2022	22358052	PV-220903	814.36	N
		3508459198 KINDERCAMP	06/23/2022	22358052	PV-220903	13.82	N
		3500831212 WG SUPPLIES	06/28/2022	22359265	PO-220085	245.65	N
		3505041099 WG SUPPLIES	06/28/2022	22359265	PO-220085	470.65	N
		3500831211 WG SUPPLIES	06/28/2022	22359265	PO-220085	245.65	N
		3507709535 HR SUPPLIES	06/28/2022	22359265	PO-220155	247.28	N
		3505765944 HR SUPPLIES	06/28/2022	22359265	PO-220155	80.66	N
		3506011522 HR CREDIT	06/28/2022	22359265	PO-220155	10.30	N
		3499770341 RMS SUPPLIES	06/28/2022	22359265	PO-220371	39.84	N

3504588333	RMS SUPPLIES	06/28/2022	22359265	PO-220371	56.41	N
3507189499	WG SUPPLIES	06/28/2022	22359265	PO-220882	12.92	N
3507189498	WG SUPPLIES	06/28/2022	22359265	PO-220882	31.86	N
3507189500	WG SUPPLIES	06/28/2022	22359265	PO-220882	12.90	N
3507189502	WG SUPPLIES	06/28/2022	22359265	PO-220882	15.61	N
3507189504	WG SUPPLIES	06/28/2022	22359265	PO-220882	254.77	N
3507189501	WG SUPPLIES	06/28/2022	22359265	PO-220882	18.85	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3507189503 WG SUPPLIES	06/28/2022	22359265 PO-220882	23.65	N
015652 STUDENT ATHLETE SASHES 43980 MAHLON VAIL ROAD BOX 3904 TEMECULA, CA 92592	592.79	052522 DHS SUPPLIES	06/21/2022	22357408 PV-220874	592.79	N
(0) - 0						N
014675 TALLEY, ELAINE 6 PARKSIDE DR DAVIS, CA 95616	506.25	2022.43 SP ED IEP FACIL.	06/02/2022	22353634 PO-220095	506.25	Y
(530) 304-0090						Y
015212 THE HUMAN BEAN 1010 CA-12 RIO VISTA, CA 94571	846.75	RVHS SUPPLIES	06/16/2022	22356667 PO-220696	123.38	N
		RVHS SUPPLIES	06/16/2022	22356667 PO-220696	123.37	N
		RVHS COFFEE	06/16/2022	22356700 PV-220852	600.00	N
(0) - 0						N
015233 TORIO, JODIE 206 S SECOND STREET #6 RIO VISTA, CA 94571	70.01	STALEDATE 22506446	06/16/2022	22356730 TC-220620	70.01	N
(0) - 0						N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013	2,890.60	161116 LONG DISTANCE	06/16/2022	22356701 PV-220853	2,890.60	N
(877) 487-2877						N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	10,343.59	MAY 2022 GASB 75	06/21/2022	22357410 PV-220876	10,343.59	N
(0) - 0						N

(0) - 0 N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015268 VERA ZAZUETA, MITZI PO BOX 267 ISLETON, CA 95641 (707) 704-8819	36.27	MAY MILEAGE	06/16/2022	22356732 TC-220622	36.27	N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004 () -	302.12	CREDIT-HOT SPOT DW CELLULAR ASP CELLULAR SP ED CELLULAR	06/28/2022 06/28/2022 06/28/2022 06/28/2022	22359266 PO-220290 22359266 PO-220290 22359266 PO-220290 22359266 PO-220290	1,021.80- 1,245.63 62.64 15.65	7 7 7 7
() -		Y VERIZON WIRELE				
014978 WALLACE, STACY 1266 IVY WAY MANTECA, CA 95336 (714) 305-0061	150.81	ISLE REIMB ISLE REIMB	06/02/2022 06/02/2022	22353652 TC-220596 22353652 TC-220596	20.00 130.81	N N
(714) 305-0061		N				
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	1,694.82	DHS WASTE SERVICE	06/16/2022	22356703 PV-220855	1,694.82	N
(0) - 0		N				
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231 (800) 782-1500	5,153.32	DHW MODULAR LEASE RMS MODULAR LEASES RVHS MODULAR LEASE	06/02/2022 06/02/2022 06/02/2022	22353635 PO-220208 22353635 PO-220208 22353635 PO-220208	1,288.33 2,576.66 1,288.33	N N N
(800) 782-1500		N				
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551 (916) 913-6191	1,029.93	278553 PRINT CHRGS 278111 PRINT CHRGS 279153 F5 PRINT CHARGES 279244 BATES PRNT CHRGS 265091 WG CHRGS 270160 STAPLES	06/16/2022 06/21/2022 06/23/2022 06/23/2022 06/28/2022 06/28/2022	22356704 PV-220856 22357411 PV-220877 22358023 PO-220040 22358054 PV-220905 22359267 PO-220086 22359288 PV-220921	299.61 184.65 126.61 117.23 130.00 171.83	N N N N N N
(916) 913-6191		N WIZIX TECHNOLO				
000585 WRIGHT, STEVE	272.37	APRIL/MAY MILEAGE	06/16/2022	22356733 TC-220623	272.37	N

400 S FRONT STREET
RIO VISTA, CA 94571

(0) - 0 N

District total: 581,023.86

Report total: 581,023.86

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, Aug 01, 2022, 8:07 AM

Vendor Name/Address	Total
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642 (0) - 0 N	535.00
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696 (707) 374-6317 N	47.19
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272 N	254.99
012976 AGAN, CODI 525 PHEASANT RUN DR DIXON, CA 95620 (925) 783-5096 N	39.87
014658 AGE OF LEARNING FOR SCHOOLS 101 N. BRAND BLVD 8TH FLOOR GLENDALE, CA 91206 (818) 246-2223 N	10,455.00
015430 AMAZON 2201 WESTLAKE AVE. #500 SEATTLE, WA 98121 (0) - 0 N	13,013.19
015507 ARC DOCUMENT SOLUTIONS	1,403.03

PO BOX 511579
LOS ANGELES, CA 90051-8134

(0) - 0 N

Vendor Name/Address	Total
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	7,590.99
(0) - 0 N	
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	21,061.81
(209) 465-1986 N BALCO HOLDINGS	
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492	1,731.74
(707) 837-7407 N	
015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123	35.00
(916) 441-7261 N WATERCO OF CAL	
015255 BUSLOOP 700 45TH AVE OAKLAND, CA 94601	1,350.00
(510) 209-6691 N	
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745	134.93
(209) 531-3928 N	
013508 CAEYC 950 GLENN DRIVE SUITE 150	475.00

FOLSOM, CA 95630

(916) 486-7750

N

Vendor Name/Address	Total	
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	1,223.71	N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,256.12	N
011734 CALIFORNIA WELDING SUPPLY CO P.O. BOX 567 817 S CENTER STREET STOCKTON, CA 95201 (209) 466-8604	499.99	N
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571 (209) 607-9807	1,166.51	Y DAVID CAMACHO
013175 CASAS 5151 MURPHY CANYON RD STE 220 SAN DIEGO, CA 92123-4339 (0) - 0	920.00	N
013347 CASBO PROFESSIONAL DEVELOPMENT 1001 K STREET, 5TH FLOOR SACRAMENTO, CA 95814 (0) - 0	3,500.00	N

Vendor Name/Address	Total
012184 CDE P.O. BOX 515006 SACRAMENTO, CA 95851-5006 () - N	52,117.00
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	3,310.81
015013 CI SOLUTIONS 3625 SERPENTINE DR LOS ALAMITOS, CA 90720 (562) 431-2544 N	523.00
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0 N RIO VISTA FIRE	12,425.55
015682 COLORADO STATE UNIVERSITY CASHIER'S OFFICE 6015 CAMPUS DELIVERY FORT COLLINS, CO 80523-6015 (0) - 0 N	500.00
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722 N	11,255.78

Vendor Name/Address	Total
011800 CONTINENTAL ATHLETIC SUPPLY 1050 HAZEL ST. P.O. BOX 128 GRIDLEY, CA 95948 (530) 846-4711 N	1,688.42
014596 COOPERATIVE STRATEGIES 8955 RESEARCH DRIVE IRVINE CA, CA 92618 (949) 250-8300 Y COOPERATIVE ST	1,150.00
014569 CPI 10850 W. PARK PLACE SUITE 250 MILWAUKEE, WI 53224 (888) 426-2184 N	5,998.00
012083 CSBA - FOUNDATION C/O WESTAMERICA BANK P.O. BOX 1450 SUISUN CITY, CA 94585-4450 (916) 371-4691 N	13,246.00
015226 CULLIGAN OF NAPA VALLEY 1429 ILLINOIS STREET ST# 1 FAIRFILED, CA 94533 (707) 558-1000 N	43.10
013876 DATAPATH PO BOX 886009 LOS ANGELES, CA 90088-6009 (888) 693-2827 N	42,415.27

Vendor Name/Address	Total
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	2,205.41
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	75.50
013446 DEPARTMENT OF INDUSTRIAL OCCUPATIONAL SAFETY & HEALTH 2424 ARDEN WAY, SUITE 320 SACRAMENTO, CA 95825 (916) 263-2830 N STATE OF CALIF	375.00
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	113.51
012757 DIVISION OF STATE ARCHITECT 1102 Q STREET SUITE 5200 SACRAMENTO, CA 95811 (916) 445-8730 N	1,500.00
015248 DIXON SMARTSCHOOLHOUSE 4 VIA CANCION SAN CLEMENTE, CA 92673 (0) - 0 N	2,077.50
000188 DOLK TRACTOR COMPANY	133.77

242 N. FRONT STREET
RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	4,016.73
(0) - 0 N	
015659 EDWARDS, STEVENS, AND TUCKER 333 UNIVERSITY AVE. #200 SACRAMENTO, CA 95825	1,653.00
(916) 565-7697 Y	
010042 EMIGH, JENNIFER 315 RANIER COURT RIO VISTA, CA 94571	19.69
(0) - 0 N	
015200 EMS LINQ 2528 INDEPENDENCE BLVD #200 WILMINGTON, NC 28412	8,015.46
(800) 541-8999 N EMS LINQ, LLC	
015510 FAGEN FRIEDMAN & FULFROST LLP PO BOX 8445 PASADENA, CA 91109-8445	73.00
(0) - 0 N	
015678 FLETCHER, LORREN 159 OXBOW MARINA DRIVE ISLETON, CA 95641	38.41
(0) - 0 N	
011339 FRONTIER COMMUNICATIONS CORPORATION	6,339.68

THREE HIGH RIDGE PARK
STAMFORD, CT 06905

(0) - 0 N

Vendor Name/Address	Total
015227 FRONTLINE EDUCATION 1400 ATWATER DRIVE MALVERN, PA 19355	20,696.13
(0) - 0 Y FRONTLINE TECH	
013921 FUN & FUNCTION LLC PO BOX 11 MERION STATION, PA 190066	35.99
(800) 231-6329 Y	
014828 GASTON, KEN 329 SACRAMENTO STREET RIO VISTA, CA 94571	140.70
(0) - 0 N	
015671 GEOLINKS CALIFORNIA INTERNET 251 CAMARILLO RANCH RD CAMARILLO, CA 93012	69.70
(0) - 0 N	
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609	2,240.00
(916) 444-5100 N	
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831	375.38
(877) 311-4422 N	

Vendor Name/Address	Total
013288 GUTIERREZ, MARIA 7240 SAGA WAY SACRAMENTO, CA 95828	101.67
(0) - 0 N	
015675 HANNICKEL, TOM 2200 SUTTERVILLE RD SACRAMENTO, CA 95822	674.00
(0) - 0 N	
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	632.55
(0) - 0 N	
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056	4,304.79
(877) 577-1114 N	
002180 HORIZON DISTRIBUTORS PO BOX 80248 CITY OF INDUSTRY, CA 91716-8248	363.92
(209) 931-8555 N	
014921 HUDL 29775 NETWORK PLACE CHICAGO, IL 60673-1775	900.00
(402) 817-0060 N	
000107 INLAND BUSINESS SYSTEMS	1,363.56

1500 NO. MARKET
SACRAMENTO, CA 95834-1912

(916) 928-0770

N

Vendor Name/Address	Total
015168 JEFFS BACKLOW SERVICE 391 ALPEN ROSE WAY GALT, CA 95632	320.00
(209) 639-2921 Y JEFFERY NORMAN	
015681 KIWAN, MICHEL 4120 DOUGLAS BLVD GRANITE BAY, CA 95746	735.75
(0) - 0 N	
015509 LA HACIENDA TAQUERIA 15158 HARLAN STREET LATHROP, CA 95330	2,250.00
(0) - 0 N	
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202	330.00
(209) 463-1900 Y LA RUE, KNOX J	
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895	4,794.34
(800) 424-4772 N	
015282 LANGUAGE PEOPLE INC PO BOX 158 HUNTERS, WA 99137	2,074.38
(0) - 0 N	
015512 LEAF PO BOX 5066	5,014.61

HARTFORD, CT 06102-5066

(866) 219-7924

N

Vendor Name/Address	Total
015206 LIFECHANGERS INTL 9630 BRUCEVILLE RD 106-240 ELK GROVE, CA 95757 (916) 304-2234 N	7,425.00
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399 N	5,667.30
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443 N	5,270.55
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318 PLEASANTON, CA 94566 (925) 931-1900 N	560.00
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693 (800) 394-7195 N	2,817.51
015173 MCCLATCHY COMPANY PO BOX 510150 LIVONIA, MI 48151 (0) - 0 N	1,350.00
012735 MCKINLEY ELEVATOR CORP. 555 FULTON ST SUITE 202	600.00

SAN FRANCISCO, CA 94102

(415) 626-9951

N

Vendor Name/Address	Total
014231 MERIDIAN STUDENT PLANNERS 304 CURRY DRIVE SEDALIA, MO 65301 (888) 724-8512 N	2,046.89
010848 MHS P.O. BOX 950 NORTH TONAWANDA, NY 14120-0950 (800) 456-3003 N	394.84
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000 N MCGRATH RENTCO	625.00
015169 MORGAN, DENISE 15134 GRAND ISLAND RD WALNUT GROVE, CA 95690 (916) 207-1591 N	200.00
014975 NEWSELA po box 392675 PITTSBURGH, PA 15251 (0) - 0 N	48,799.98
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815 (916) 922-1075 N	359.53
014246 NORTHWEST EVALUATION ASSOCIATI po box 2745	25,858.00

PORTLAND, OR 97208-2745

(503) 548-5259

N

Vendor Name/Address	Total
013086 PEARSON EDUCATION INC 501 BOLYSTON STREET SUITE 900 BOSTON, MA 02116 (800) 848-9500 N	1,822.22
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0 N PACIFIC GAS AN	42,450.13
015511 PHIL HAUPT ELECTRIC 5098 FOOTHILLS BLVD ST 3-358 ROSEVILLE, CA 95747 (0) - 0 N	1,000.00
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624 (916) 422-0571 N	5,536.76
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y	8,822.72
015677 PUBLIC SECTOR EXCELLANCE 3520 LONG BEACH BLVD #209 LONG BEACH, CA 90807 (0) - 0 N	115.00
015680 RELENTLESS EMERGENCY VEHICLES	1,080.00

3133 MARKET ST
OAKLAND, CA 94608

(510) 613-5196

N

Vendor Name/Address	Total
015001 REMIND 101 INC 965 MISSIN STREET SUITE 300 SAN FRANCISCO, CA 94103	1,936.00
(0) - 0 N	
012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518	8,392.50
(0) - 0 N	
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	1,302.77
(0) - 0 N	
015175 RODRIGUEZ, CRISTAL PO BOX 128 COURTLAND, CA 95615	14.95
(0) - 0 N	
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415	266.36
(800) 288-9941 N	
012885 SALOMON, TRISHA 50 YOSEMITE DRIVE RIO VISTA, CA 94571	174.72
(0) - 0 N	
014210 SCHOOL DATEBOOKS, INC. 2880 US HIGHWAY 231 S.	1,947.62

SUITE 200
LAFAYETTE, IN 47909

(765) 471-8883

N

Vendor Name/Address	Total
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	704.79
(0) - 0 N	
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	892.50
(0) - 0 N	
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	600.00
(0) - 0 N	
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820	351.98
(916) 455-5630 N	
015220 SERVANIA, ROLLY PO BOX 9075 PITTSBURG, CA 94565	15.21
(925) 698-7098 N	
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585	485.16
(707) 425-2951 N	

Vendor Name/Address	Total
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,268.95
(0) - 0 N	
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	980.56
(0) - 0 N	
000095 SMUD P.O. BOX 15555 SACRAMENTO, CA 95852	12,774.57
(0) - 0 N	
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170	12,533.88
(0) - 0 N	
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	6,559.74
(888) 400-2155 N	
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	5,082.98
(0) - 0 N STAPLES CONTRA	
013400 STATE BOARD OF EQUALIZATION PO BOX 942879	277.00

SACRAMENTO, CA 94279-8044

(0) - 0 N

Vendor Name/Address	Total
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155 (916) 322-9669 N	31.00
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814 (0) - 0 N	855.00
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571 (707) 374-5567 N	1,328.14
011477 THE COLLEGE BOARD P.O. BOX 910506 DALLAS, TX 75391-0506 (800) 323-7155 N	6,871.00
015109 THE COLLEGE BOARD FORUM 2019 411 LAFAYETTE ST. SUITE 201 NEW YORK, NY 10003 (0) - 0 N	175.00
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877 N	2,934.13

Vendor Name/Address	Total
014908 TRIMARK FOOD SERVICE EQUIPMENT 6100 W. 73RD STREET BEDFORD PARK, IL 60638 (708) 496-5739 N	10,359.24
015151 TURF STAR 2438 RADLEY COURT HAYWARD, CA 94545 (510) 342-4708 N	203.29
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0 N	10,739.77
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328 (0) - 0 N	226.90
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	1,807.76
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231 (800) 782-1500 N	5,153.32
014450 WIZIX	2,064.62

4777 BENNETT DRIVE SUITE D
LIVERMORE, CA 94551

(916) 913-6191

N WIZIX TECHNOLO

Vendor Name/Address	Total
001439 YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT 1947 GALILCO CT. STE 103 DAVIS, CA 95616	113.00
(530) 757-3650 N	
District total:	550,646.97
Report total:	550,646.97

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Nancy Vielhauer, Assistant Superintendent of Educational Services Item Number: 10.4

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

SUBJECT:

Request to Approve the Renewal Agreement with School Loop to Provide Website Hosting Services for the River Delta Unified School District (RDUSD) for the 2022-2023 School Year.

BACKGROUND:

School Loop provides website hosting services that improve parent access to information regarding our schools. RDUSD has utilized School Loop for web services for the district website and the school websites for the last six years. As RDUSD moves toward a fully digital integration, the district website will remain a communication and information source for announcements and important information.

STATUS:

RDUSD would like to continue using School Loop for the district website only. The 2021-2022 contract was \$1,650 for the district website. The 2022-2023 contract is \$2,000 for the district website.

PRESENTER: Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$2,000 paid by Educational Services Funds

RECOMMENDATION:

That the Board approves the agreement with School Loop to provide web services for the River Delta Unified School District for the 2022-2023 school year.

Time allocated: 2 minutes



Quote

Prepared Date 8-Jun-2022
Quote# 54640

Quote Expires 8-Jul-2022
Billing Schedule *100% Upon Signature
Payment Terms Net 30
Term Start Date 1-Jul-2022
Term End Date 30-Jun-2023

Service Provider

School Loop Inc
2028 E BEN WHITE BLVD
STE 240-2650
AUSTIN TX 78741
United States

Customer

River Delta Unified School District

Bill To

River Delta Unified School District
445 Montezuma
Rio Vista CA 94571
United States

End User

River Delta Unified School District

Ship To

River Delta Unified School District
445 Montezuma
Rio Vista CA 94571
United States

Item	Qty	Item Description	
Sch-HO-002-SLS	1	School Loop 002 Standard SLS Site License Standard Success	
Sch-HO-002-SIL	1		
			Total Fees Due \$2,000.00

For Customer:

For Service Provider:

Trisha Salomon

CUSTOMER SIGNATURE

SERVICE PROVIDER SIGNATURE

Does your company require a PO number indicated on the invoice?

NO. PO IS NOT REQUIRED

YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

To Follow

Is the bill to address above correct or not?

YES

NO, Indicate the complete address:



Quote

Prepared Date
Quote#

8-Jun-2022
54640

Is the ship to address above correct or not?

YES

NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

tsalomon@rdusd.org

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:

tsalomon@rdusd.org



Quote

Prepared Date
Quote#

8-Jun-2022
54640

Special Terms

This Quote is governed by the terms of the Software License Terms and Conditions attached hereto ("License Agreement") (together with this Quote, the "Master Agreement"). Notwithstanding anything contained in the License Agreement, the parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term.
2. The provisions of the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend the Master Agreement.
3. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
4. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the License Agreement, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS **MASTER AGREEMENT**.

Software License Terms and Conditions

The following Software License Terms and Conditions (the "**License Agreement**") apply to the agreement entered into by and between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) ("**Master Agreement**").

This License Agreement sets forth the terms and conditions under which Customer may (i) use Service Provider's proprietary software that is specifically licensed to Customer pursuant to the Quote; and (ii) use the user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the licensing of such software (the "**Documentation**").

For purposes of this License Agreement, the term "**Software**" means the software listed in an applicable Quote, the Documentation, and any Updates (as defined in the Maintenance and Support Addendum located at <http://maintenanceandsupportaddendum.trilogy.com> ("**Support Terms**").

Customer acknowledges and agrees that it is not relying on any agreement, representation, statement, or warranty (whether or not in writing) made or given prior to the "**Term Start Date**" (as identified on the Quote), except as expressly provided herein with respect to the Software provided hereunder or any maintenance and support services under the applicable Quote which shall be subject to the Support Terms.

By signing/agreeing to a Quote, each party acknowledges that it has read, understands, and agrees to the terms of this License Agreement.

1. LICENSE GRANT AND RIGHT OF USE

1.1. **Perpetual License Grant.** The following Section applies if Customer has purchased perpetual licenses. Any Software licensed hereunder shall be licensed pursuant to a separate Quote and shall be so licensed upon full payment of applicable fees hereunder. As specifically stated in the Quote, each such license will be a perpetual, worldwide, nonexclusive, and nontransferable license to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein ("**Use**"). Web access for permitted third parties' Use will be defined in the applicable Quote if such access is to be permitted under this License Agreement. The Software may only be Used on the hardware and software components, including client machines, servers, and internetworking devices within Customer's internal computer network at Customer's location.

1.2. **Subscription Grant.** The following Section applies if Customer has purchased subscription licenses. Any Software licensed hereunder shall be licensed pursuant to a separate Quote. As specifically stated in the Quote, each such license shall be a fixed term, worldwide, nonexclusive, royalty free (upon full payment of subscription fees), and nontransferable license to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein ("**Use**"). Web access for permitted third parties' Use will be defined in the applicable Quote if such access is to be permitted under this License Agreement. The Software may only be Used on the hardware and software components, including client machines, servers, and internetworking devices within Customer's internal computer network at Customer's location. The subscription license will expire upon expiration of the term set forth in the Quote unless and until it is renewed as per the terms and conditions of renewal set forth in the Quote.

1.3. **License Type.** The license model for the Software is set forth in the Quote and described in the Licensing Addendum located at <http://softwarelicensingaddendumonpremise.trilogy.com> (the "**Licensing Addendum**"). Unless otherwise specifically stated in the Quote, the type of license granted will either

be a Named User License (as defined below) or a Site License (as defined below). A "**Named User License**" means that the Software licensed pursuant to the Quote may be Used by a limited number of individual users, each identified by a unique user id (the "**Named User**"), the maximum number of which is specified in the Quote. Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. A "**Site License**" means that the Software licensed pursuant to the Quote may be Used by an unlimited number of individual users, subject to the terms of this License Agreement and the scope of Use defined on the applicable Quote.

1.4. **Authorized Users.** Unless otherwise specifically provided in the Quote, "**Authorized Users**" are defined as:

1.4.1. employees of Customer;

1.4.2. a non-human operated device, or a process accessing the Software on behalf of the Customer;

1.4.3. third party individuals or non-human operated devices, or processes that are accessing the Software: (a) on behalf of Customer, or (b) are authorized by Customer and who do not compete with Service Provider ("**Third-Party Users**"). Third-Party Users may Use the Software only subject to Section 6 (Confidentiality). Customer is fully liable for the acts and omissions of Third Party Users under this License Agreement and applicable Quote. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software.

1.5. **Authorized Use.** Authorized Users may access and use the Software in the operating software environment specified in the applicable Quote; such environment is further described in the Licensing Addendum. Authorized Users shall not (i) access the Software to process, or permit to be processed, the data of any other party; or (ii) access the Software for service bureau or commercial time-sharing use.

1.6. **Additional Restrictions.** In no event shall Customer disassemble, decompile, or reverse engineer the

Software or Confidential Information (as defined in Section 6) or permit others to do so. Disassembling, decompiling and reverse engineering include, without limitation: (i) converting the Software from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Software's operation and creating the original source code or any approximation thereof by, for example, studying the Software's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of this License Agreement. Customer may use Service Provider's Confidential Information solely in connection with the Software and pursuant to the terms of this License Agreement.

2. PAYMENT

- 2.1. **License Fees.** Unless otherwise provided in the Quote, Service Provider may invoice Customer for all license fees, other fees, and charges due thereunder immediately following the Quote Effective Date.
- 2.2. **Payment Due Date.** All invoices shall be payable by Customer in United States dollars and payment will be due thirty (30) days after the invoice date. Notwithstanding any provision to the contrary, any and all payments required to be made hereunder shall be timely made, and no payments to Service Provider will be withheld, delayed, reduced or refunded if Service Provider's inability to meet any schedule or delivery requirements is caused by Customer's failure to provide certain of its facilities, computer resources, software programs, project management activities, personnel, and business information as are required to perform any of Service Provider's obligations hereunder. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply.
- 2.3. **Purchase Orders.** Customer may provide Service Provider with a valid purchase order, upon execution of a Quote. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein will be deemed null and void with respect to the parties' relationship and this License Agreement. Any such purchase order provided to Service Provider will in no way relieve Customer of any obligation entered into pursuant to this License Agreement including, but not limited to, its obligation to pay Service Provider in a timely fashion.
- 2.4. **Late Payment.** Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less.
- 2.5. **Invoice Dispute Resolution.** Without limiting any rights or obligations under the License Agreement, including Section 2.4 above, the following steps will be taken if an invoice becomes past due. Service Provider's accounts receivable and Customer's accounts payable representatives shall use all reasonable efforts to facilitate

immediate payment of the invoice. In the event Service Provider does not receive a commitment for prompt payment, each party shall escalate the matter to Service Provider's Vice President of Sales or designated financial officer and Customer's Vice President (the "**Final Escalation**") for investigation and resolution. Notwithstanding anything to the contrary, the initial contact with Customer's Vice President pursuant to such Final Escalation will constitute "notice of default" pursuant to Section 10.2.

- 2.6. **Taxes.** The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the License Agreement. In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

3. DELIVERY/VERIFICATION

- 3.1. **Delivery.** Unless otherwise specifically provided in the Quote, Service Provider shall deliver to Customer one master copy of the licensed Software (each a "**Master Copy**") solely for the purpose of allowing Customer to make one copy of the Master Copy for Use by each Authorized User. Customer's right to reproduce the Master Copy is limited to the "**Authorized Reproduction Location**", defined as the Customer's address on the applicable Quote. Customer assumes all responsibility for the quality of the copies made by Customer. For purposes of this License Agreement, delivery will be deemed complete when Service Provider physically delivers, or causes a third party to deliver, a Master Copy to Customer, or makes the Master Copy available to Customer for downloading from Service Provider's File Transfer Protocol ("**FTP**") site and has provided Customer with the appropriate authorization to access the FTP site. Service Provider will provide Customer with a license key that is required to activate and use the Software. The license key will be provided via email or other like method at Service Provider's discretion. The license key is used to ensure that the Software operates in accordance with the license granted to the Customer in this License Agreement. As such, the Software may

contain time-out devices, counter devices, or other similar devices intended to prevent the Software from being used beyond the bounds of the license. Customer consents to such activity and agrees not to disable, attempt to disable, or tamper with the license key system or any other such license enforcement technology.

- 3.1. **Archival and Backup Copies.** Subject to the restrictions set forth herein, Customer may make a reasonable number of copies of the Master Copy solely for archival purposes and backup use in accordance with Customer's standard backup processes in emergency situations.
- 3.2. **Marking.** Customer shall not delete any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership and confidential markings on all copies of the Software and any other Service Provider materials provided to Customer, in the content and format contained on the Master Copy and such Service Provider materials. Customer shall pay all duplication and distribution costs incurred by Customer in making copies of the Software, and shall also pay all custom duties and fees if applicable. Subject only to the license granted herein, all copies of the Software and any other Service Provider materials provided to Customer are the property of Service Provider or its third party licensors from whom Service Provider has obtained marketing rights (the "**Third Party Service Providers**").
- 3.3. **Records.** Customer shall keep and maintain complete and accurate records of each copy of the Software including any and all pertinent usage information. Customer shall, upon Service Provider's request, provide reports to Service Provider specifying the cumulative total of copies, and all other reasonably pertinent usage information. All reports are to be delivered to Service Provider within thirty (30) days of such request.
- 3.4. **Verification.** During the Term (as defined below) of this License Agreement and for a period of two (2) years following any termination or expiration of this License Agreement, Customer shall maintain written records related to the Use of the Software by Customer, as reasonably necessary to verify compliance with the licensing and usage terms of this License Agreement. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than twenty (20) business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("**Verification**"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in this Agreement. If Verification or self-audit reveals unlicensed use of the Software, Customer agrees to compensate Service Provider for such usage. All costs of the Verification will be borne by Service Provider, unless unlicensed usage of 5% or more is found ("**Material Unlicensed Usage**".) If Material Unlicensed Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs

associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance verification only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the licenses granted in this License Agreement. By invoking the rights and procedures described in this Section 3.5, Service Provider does not waive its rights to enforce other terms of this License Agreement, including, but not limited to, any intellectual property rights by other means as permitted by law.

4. **AFFILIATES AND THIRD PARTIES**

- 4.1. **Affiliates and Third Parties.** At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "**Service Provider Affiliates**") may perform certain tasks related to Service Provider's obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable terms and conditions of the Quote and the Master Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "**Subcontractors**") in the performance of its obligations hereunder and, for purposes of this License Agreement, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

5. **OWNERSHIP**

- 5.1. **Reservation of Rights.** By signing the applicable Quote, Customer irrevocably acknowledges that, subject to the licenses granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider owns all right, title, and interest in such Software or Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.
- 5.2. **Marks and Publicity.** Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered ("**Marks**"), will be the sole and exclusive property of the respective owning party, whom owns all right, title and interest therein. Service Provider may: (i) use the Customer's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer's statements in one or more press releases; and/or (iii) make such other use of the Customer's name and/or logo as may be agreed between the parties. Additionally,

Service Provider may include Customer's name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer's trademark use guidelines when they are communicated to the Service Provider in writing and Service Provider will use the Customer's Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

6. CONFIDENTIALITY

- 6.1 **Definition.** All information which is defined as Confidential Information hereunder in tangible form will be marked as "Confidential" or the like or, if intangible (e.g. visually or orally disclosed), will be designated as being "Confidential" at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. "Confidential Information" may include all technical, product, business, financial, and other information regarding the business and software programs of either party, its customers, employees, investors, contractors, vendors and suppliers, including, but not limited to, programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods. Without limiting the generality of the foregoing, Confidential Information includes all information and materials disclosed orally or in any other form, regarding Service Provider's software products or software product development, including, but not limited to, the configuration techniques, data classification techniques, user interface, applications programming interfaces, data modeling and management techniques, data structures, and other information of or relating to Service Provider's software products or derived from testing or other use thereof. Confidential Information includes all such Confidential Information that may have been disclosed by either party to the other party, before or after the first Quote Term Start Date. Confidential Information includes information generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information. Obligations with respect to personally identifiable information (if any) will be set forth in a separate written agreement between the parties. For the purpose of this entire Section 6, the term 'Service Provider' includes all its Service Provider Affiliates.
- 6.2. **Confidentiality of Software.** The following is deemed Service Provider Confidential Information with or without marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Software and provided in Service Provider's training classes; and (iii) Service Provider's representation methods of modeled data.
- 6.3. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder shall not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality to the receiving party; or (iv) is already known by the receiving party without

any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the party whose Confidential Information is to be disclosed so that such party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

- 6.4. **Ownership of Confidential Information.** Nothing in this License Agreement will be construed to convey any title or ownership rights to the Software or other Service Provider Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in Service Provider Confidential Information to the Customer. Nothing in this License Agreement will be construed to convey any title or ownership rights to Customer's Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in the Customer Confidential Information to Service Provider. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce, or distribute the Confidential Information except as expressly permitted in this License Agreement. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction, or distribution of the Confidential Information.
- 6.5. **Non-Disclosure.** Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees, who (i) require access in the course of their assigned duties and responsibilities, and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section 6. Notwithstanding anything contained hereunder and subject to the confidentiality obligations set forth under this Section 6, all references to Service Provider or its employees under this Section 6 will be deemed to include such employees of Service Provider Affiliates and Subcontractors and Service Provider will ensure that its Subcontractors abide by the applicable terms of the License Agreement.
- 6.6. **Injunctive Relief.** Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section 6.
- 6.7. **Suggestions/Improvements to Software.** Notwithstanding this Section 6, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer

regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in this License Agreement or the applicable Quote will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of any services hereunder.

6.8. **Return of Confidential Information.** Upon the written request of disclosing party, receiving party shall return or destroy (and certify such destruction in a signed writing) all Confidential Information of disclosing party, including all copies thereof and materials incorporating such Confidential Information, whether in physical or electronic form. Each party may retain a copy of the other party's Confidential Information solely for archival purposes. To the extent that it is impracticable to return or destroy any Confidential Information, and with respect to any copies retained for archival purposes, receiving party shall continue to maintain the Confidential Information in accordance with this License Agreement. The confidentiality obligations set forth in this License Agreement will survive the termination of this License Agreement and remain in full force and effect until such Confidential Information, through no act or omission of receiving party, ceases to be Confidential Information as defined hereunder.

7. WARRANTY

- 7.1. **Software Warranty.** Service Provider warrants that for a period of ninety (90) days from the applicable Quote Effective Date (the "**Warranty Period**"), the Software will materially conform to the functional specifications set forth in the Documentation (the "**Specifications**"). Should the Software fail to materially conform to such Specifications during the Warranty Period, Customer shall promptly notify Service Provider in writing on or before the last day of the Warranty Period and identify with specificity the nonconformance. To the extent that the nonconformance exists in a current, unaltered release of the Software, Service Provider shall, at its option (and cost and expense), either (i) correct the nonconformance or, (ii) replace the nonconforming Software or, (iii) if neither of the foregoing options is commercially reasonable, terminate the license for the Software. Upon such termination of the license and Customer's return of the Software pursuant to Section 10 below, Service Provider will refund to Customer, as Customer's sole remedy for such Software, all license fees paid by Customer for such Software.
- 7.2. **Authorized Representative.** Customer and Service Provider warrant that each has the right to enter into this License Agreement and that the License Agreement and all Quotes executed hereunder will be executed by an authorized representative of each entity.
- 7.3. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, DOCUMENTATION, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE STATED IN THIS LICENSE AGREEMENT, SERVICE PROVIDER

MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

7.4. **No Modifications.** Notwithstanding anything to the contrary in this Section 7, any and all warranties under this License Agreement are void if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

8. INFRINGEMENT

- 8.1. **Indemnity.** Service Provider will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Software, as delivered by Service Provider to Customer, infringes a United States patent, copyright, or trade secret of a third party. Service Provider will pay those costs and damages finally awarded by a court of final jurisdiction (with no further appeals being possible) against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance and in writing by Service Provider. Customer may retain its own counsel at Customer's own expense.
- 8.2. **Customer Obligations.** Service Provider will have no liability under this Section 8 unless:
- 8.2.1. Customer notifies Service Provider in writing immediately after Customer becomes aware of a claim or the possibility thereof; and
- 8.2.2. Service Provider has sole control of the settlement, compromise, negotiation, and defense of any such action; and
- 8.2.3. Customer cooperates, in good faith, in the defense of any such legal action.
- 8.3. **No Liability.** Service Provider will have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than Service Provider; (ii) Customer's Use of the Software in conjunction with data where Use with such data gave rise to the infringement claim; (iii) Customer's Use of the Software with non- Service Provider software or hardware, where Use with such other software or hardware gave rise to the infringement claim or (vi) Customer's Use of the Software in a manner not consistent with this Agreement.
- 8.4. **Remedies.** Should the Software become, or in Service Provider's opinion is likely to become, the subject of a claim of infringement, Service Provider may, at its option: (i) obtain the right for Customer to continue using the Software; (ii) replace or modify the Software so it is no longer infringing or reduces the likelihood that it will be determined to be infringing; or (iii) if neither of the foregoing options is commercially reasonable, terminate the license for the Software. Upon such termination of the licenses and Customer's return of the Software pursuant to Section 10 below, Service Provider will refund to Customer, as Customer's sole remedy for such license termination, (i) with respect to perpetual licenses, all license fees paid by Customer for the terminated license, less an amount equal to one-thirty-sixth (1/36th) of the license fees for each month or any portion thereof which has elapsed since the "**Term Start Date**" (as described in the Quote) of such terminated license or (ii) with respect to subscription licenses, the subscription fees paid by Customer for the terminated

license for the past twelve (12) months. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SOFTWARE.

9. LIMITATION OF LIABILITY

9.1. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, SERVICE PROVIDER'S LICENSORS, SERVICE PROVIDER AFFILIATES, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SOFTWARE OR SERVICES WHICH GAVE RISE TO SUCH DAMAGES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

9.2. **Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, SERVICE PROVIDER'S LICENSORS, SERVICE PROVIDER AFFILIATES, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL ARISING HEREUNDER.

9.3. THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

10. TERM AND TERMINATION

10.1. **Term.** The term of this License Agreement will continue for the license term set forth in the Quote (the "Term") unless terminated as provided herein. For subscription licenses and maintenance and support, the Term will automatically renew for the same term period as the term indicated in the Quote at Service Provider's then-current rates, unless Customer notifies Service Provider in writing of Customer's intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

10.2. **Termination by Service Provider.** This License Agreement and any license under an applicable Quote hereunder may be terminated by Service Provider: (i) if Customer fails to make any payments due hereunder within fifteen (15) days after Service Provider delivers notice of default to Customer; (ii) by giving prior written notice to Customer if Customer fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Customer's receipt of Service Provider's notice to cure such non-performance of material obligation; or (iii) if Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for

relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

10.3. **Termination by Customer.** This License Agreement may be terminated by Customer by giving prior written notice to Service Provider if Service Provider fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Service Provider's receipt of Customer's notice to cure such non-performance of material obligation. Such notice will describe, in detail, Service Provider's alleged non-performance and will describe, in detail, the steps Customer believes Service Provider must take to remedy such alleged non-performance.

10.4. **Termination of Perpetual Licenses.** The following Section applies if Customer has purchased perpetual licenses. Upon termination of this License Agreement or any license hereunder, Customer's rights to the affected Software, Service Provider Confidential Information and other Service Provider materials (collectively "Materials") will cease. Customer shall immediately stop using such Materials and shall return such Materials to Service Provider, or destroy all copies thereof (except for the copies retained for archival purposes as described in Section 6.8). In addition, Customer shall provide Service Provider with written certification signed by an officer of Customer, that all copies of the Materials have been returned or destroyed and that no copies have been retained by Customer. Following termination, any use of the Materials by Customer will be an infringement and/or misappropriation of Service Provider's proprietary rights in the Materials. Upon termination of this License Agreement by Customer, Service Provider will have no further obligation or liability hereunder and all fees due under the License Agreement will become due and payable to Service Provider immediately upon such termination.

10.5. **Termination of Subscriptions.** The following Section applies if Customer has purchased subscription licenses. Upon expiration of the Term set forth in the Quote or upon termination of this License Agreement or any license hereunder, Customer's rights to the affected Software, Service Provider Confidential Information, and other Service Provider materials (collectively "Materials") will cease. Customer shall immediately stop using such Materials and shall return such Materials to Service Provider, or destroy all copies thereof (except for the copies retained for archival purposes as described in Section 6.8). In addition, Customer shall provide Service Provider with written certification signed by an officer of Customer, that all copies of the Materials have been returned or destroyed and that no copies have been retained by Customer. Following termination, any use of the Materials by Customer will be an infringement and/or misappropriation of Service Provider's proprietary rights in the Materials. Upon termination of this License Agreement by Customer, Service Provider will have no further obligation or liability hereunder and all fees due under the License Agreement will become due and payable to Service Provider immediately upon such termination.

10.6. **Other Remedies.** Termination of this License Agreement or any license created hereunder will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this License

Agreement including, but not limited to, any Quote.

11. CUSTOMER'S FACILITIES

To the extent required by Service Provider, Customer will, upon request, promptly make available to Service Provider certain of its facilities, computer resources, software programs, networks, personnel, and business information as are required to perform any obligation hereunder. Service Provider agrees to comply with Customer's rules and regulations regarding safety, security, and conduct, provided Service Provider has been made aware of such rules and regulations in writing.

12. MISCELLANEOUS

- 12.1 **Import/Export.** The Software, its related technology and services, and Customer's Use of the Software and its related technology and services are subject to U.S. export control and sanctions laws and regulations, including, but not limited to, the Export Administration Regulations, 15 C.F.R. Parts 730-774 (the "EAR"), and sanctions imposed or administered by the Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and the Department of State and may be subject to export or import regulations in other countries. Customer warrants and certifies that: (i) Customer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of the governments of Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine, or any country to which the United States embargoes goods; (ii) Customer is eligible under U.S. law to receive exports of the Software, in that it is not included on any list of sanctioned or ineligible parties maintained by the U.S. government, including, but not limited to, OFAC's lists of Specially Designated Nationals and Blocked Persons ("SDN List"), U.S. Department of Commerce's Table of Denial Orders, the Entity List, or the Unverified List; (iii) Customer will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by Service Provider, directly or indirectly: (a) to or for end-use in or by the countries listed in (i) above or any citizens, nationals or permanent residents of such countries; (b) to or for end-use by any person or entity determined by any U.S. government agency to be ineligible to receive exports, including but not limited to persons and entities designated on the lists described in (ii) above; and (c) to or for end-uses prohibited by U.S. export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation of chemical, biological or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons and their related technology.
- 12.2 **Compliance with Laws.** Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under this License Agreement.
- 12.3 **Assignment.** Customer may not assign this License Agreement or transfer any license created hereunder, by operation of law, change of control or otherwise without the prior written consent of Service Provider. Any purported assignment of this License Agreement, or any license or rights in violation of this Section will be deemed void. Service Provider may assign this License Agreement, sub-contract or otherwise transfer any right or obligation under this License Agreement to a third party without the Customer's prior written consent.
- 12.4 **Survival.** The provisions set forth in Sections 2, 3.3, 3.4, 3.5, 5, 6, 7.4, 9, 10.4, 10.5, and 12 of this License Agreement will survive termination or expiration of this License Agreement and any applicable license hereunder.
- 12.5 **Notices.** Any notice required under this License Agreement will be given in writing and will be deemed effective upon delivery to the party addressed. All notices will be sent to the applicable address specified on the Quote or to such other address as the parties may designate in writing. Unless otherwise specified, all notices to Service Provider will be sent to the attention of the Contracts Manager. Any notice of material breach by Customer to Service Provider hereunder, will include a detailed description of any alleged breach and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider shall have thirty (30) days from Service Provider's receipt of such notice to complete the cure.
- 12.6 **Technical Data.** Customer shall not provide to Service Provider any "Technical Data" as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all Technical Data and other sensitive information relevant to Customer's ITAR regulated projects has been removed and the information provided is only relevant to bug reports on Service Provider products.
- 12.7 **Force Majeure.** Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.
- 12.8 **Conflict.** In the event of a conflict between the terms and conditions of this License Agreement and a Quote, the terms and conditions of the Quote will prevail over the License Agreement.
- 12.9 **Restricted Rights.** Use of the Software by or for the United States Government is conditioned upon the United States Government agreeing that the Software is subject to "Restricted Rights" as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for ensuring that this provision is included in all agreements with the United States Government and that the Software, when delivered to the United States Government, is correctly marked as required by applicable United States Government regulations governing such Restricted Rights as of such delivery.
- 12.10 **Entire Agreement.** This License Agreement together with the documents referenced herein constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect thereto. All terms respecting the subject matter of the License Agreement and contained in purchase orders, invoices, acknowledgments, shipping instructions, or other forms exchanged between the parties will be void and of no effect.

- 12.11. **Modifications.** The parties agree that this License Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.
- 12.12. **Non-solicitation.** During the Term of this License Agreement and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit the services of any employee or Subcontractor of Service Provider without the prior written consent of Service Provider. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Service Provider for a period of one (1) year from such former employee's or Subcontractor's last date of service with Service Provider. Violation of this provision will entitle Service Provider to liquidated damages against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.
- 12.13. **Headings.** Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.
- 12.14. **No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 12.15. **Severability and Reformation.** Each provision of this License Agreement is a separately enforceable provision. If any provision of this License Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this License Agreement to remain in effect in accordance with its terms as modified by such reformation.
- 12.16. **Independent Contractor.** Service Provider is an independent contractor and nothing in this License Agreement will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Customer. Neither party will have any authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
- 12.17. **Governing Law; Venue.** The laws of the State of Texas, USA govern the interpretation of this License Agreement, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this License Agreement. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to this License Agreement. Mediation will be held in Austin, Texas, USA.
- 12.18. **Dispute Resolution.**
- Negotiations.** Where there is a dispute, controversy, or claim arising under, out of or relating to this License Agreement, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.
- Mediation.** Any dispute, controversy, or claim arising under, out of, or relating to this License Agreement and any subsequent amendments of this License Agreement, including its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of this mediation agreement (hereinafter the "Dispute"), shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.
- Opportunity to Cure.** Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of this License Agreement until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider shall have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.
- Injunctive Relief.** The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, will each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.
- 12.19. **Country-Specific Terms.** The country-specific provisions described in the Country-Specific Terms Addendum <http://countryspecifictermsaddendum.trilogy.com> replace or supplement the equivalent provisions above as noted therein where the Customer is located in one of the countries identified in the Country-Specific Terms Addendum and in any case where the law of the jurisdiction listed in the Country-Specific Terms Addendum gets applied.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Tammy Busch, Assistant Superintendent of Business Services

Item Number: 10.5

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

SUBJECT:

Request to Approve the Three (3) Year Maverick Networks, Inc. Software Assurance Agreement for 2022-23 through 2024-25

BACKGROUND:

The District utilizes Maverick Networks for the telephone systems and the current 3 year agreement expires August 11, 2022. The new service assurance agreement is for another 3 years utilizing a cooperative purchase through Sourcewell in the amount of \$11,882.58.

STATUS:

Sourcewell is a cooperative purchase entity that the district utilizes for pricing for the software assurance agreement with Maverick Networks, Inc. for August 2022-23 through August 2024-25.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Funding will be provided from General Funds

RECOMMENDATION:

That the Board approves the Maverick Networks, Inc software assurance agreement for 2022-23 through 2024-25 in the amount \$11,882.58.

Time allocated: 2 minutes

End User Line Item Pricing Report

Currency USD
Partner MAVERICK NETWORKS, INC. (0000127002)
Created By Tyler Curcio
ID #24qqdIZ2IVesybvQ6GWHQ-01
Transaction ID AR-1-690BB1F7-BEEE-417A-A552-9FD41D180B61
Company River Delta Unified School District (395179)
Latest Order 23-Sep-2022
Report Created 14-Jul-2022
Quote Created 14-Jul-2022

This quote is based on the Mitel Sourcewell contract #022719-MBS
 Purchase orders resulting from this quote may be written to Mitel Sourcewell Selling Agent
 or Mitel Business Systems, Inc. directly per the ordering instructions below.
 Membership and contract information is available at www.sourcewell-mn.gov
 This quote is good for 90 days from date on file and must be renewed thereafter.

End Customer Information

Company River Delta Unified School District
Address Rio Vista, California, United States of America
Customer Number 395179

Shipping Address

Non-recurring Charges

System ID: 1018662 - MBG - Delta High School - MiVoice Border Gateway from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007973	SWA Std 3y MIV BG System	1	73.24	73.24	40.01	43.94	43.94
Total					73.24	40.01	43.94

System ID: 1680989 - Dist Office CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

System ID: 23871927 - Riverview Middle CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

System ID: 34027431 - Bates Elem CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

System ID: 34354942 - Bus Barn - Rio Vista High School - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

System ID: 40392980 - Isleton Elem CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20

Total					367.00	40.00		220.20
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System ID: 43266442 - DH White Elem CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

System ID: 43475630 - Delta High School - CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

System ID: 55364222 - Rio Vista High School - CX Branch Controller - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

System ID: 59869162 - UCCv4 - ULM - Mitel Unified Collaboration and Communications from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54008368	SWA Std 3y UCC Entry MiVB	180	39.08	7,034.40	39.99	23.45	4,221.00
54008370	SWA Std 3y UCC Std MiVB	70	61.38	4,296.60	40.00	36.83	2,578.10
Total				11,331.00	40.00		6,799.10

System ID: 74305856 - VMiCollab - MiCollab from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54008274	SWA Std 3y MiCollab System	1	293.00	293.00	40.00	175.80	175.80
Total				293.00	40.00		175.80

System ID: 74723741 - Clarksburg Middle CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total				367.00	40.00		220.20

System ID: 74802746 - vMBG - MiVoice Border Gateway from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007971	SWA Std 3y MiV BG SIP Connect	50	17.20	860.00	40.00	10.32	516.00
54007973	SWA Std 3y MiV BG System	1	73.24	73.24	40.01	43.94	43.94
Total				933.24	40.00		559.94

System ID: 75375699 - MiVoice Business Reporter - MiContact Center from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54006933	CC Standard Software Assurance	1,931	1.00	1,931.00	40.00	0.60	1,158.60
Total				1,931.00	40.00		1,158.60

System ID: 81152555 - MiVoice Business Virtual for Enterprise - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007865	SWA Std 3y MiVBus Console	2	419.00	838.00	40.00	251.40	502.80
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					1,205.00	40.00	723.00

System ID: 83142967 - Moke CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

System ID: 85475407 - Walnut Grove Elem CX Analog Survivable Branch - MiVoice Business from: 24-Aug-2022 to 23-Aug-2025

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Software Assurance							
54007872	SWA Std 3y MiVBus System	1	367.00	367.00	40.00	220.20	220.20
Total					367.00	40.00	220.20

Grand Total

Grand Total				19,803.48	40.00		11,882.58
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Purchase Order or Mitel Govt Credit Card Order Form can be faxed to 703-904-0568
or emailed to USGovernmentSales@mitel.com

The PO should be made out to:
Mitel Business Systems, Inc.
1146 North Alma School Rd.
Mesa, AZ 85201

PLEASE NOTE OUR SEPARATE REMIT TO ADDRESS:
Mitel Business Systems, Inc.
PO Box 52688
Phoenix, AZ 85072-2688

PLEASE DO NOT SEND PAYMENTS TO THE MESA ADDRESS

Please note the following order requirements:

- * Prime Sourcewell Contract number# 022719-MBS must be referenced on the PO
- * The Sourcewell End-User must be noted on PO
- * A copy of the End-user's PO or signed Sales Agreement noting the Sourcewell contract** (see note below)
- * A copy of the Mitel quote must accompany the order
- * Shipping and billing instructions
- * Requested delivery dates

** A copy of the End-User's PO or the signed Sales Agreement referencing the Sourcewell contract must be submitted at the time the order is placed. The total of the Sourcewell equipment portion must be broken out separately from the services portion and must match the Mitel Sourcewell quote provided to the Partner to ensure Sourcewell pricing has been passed along to the end-customer. Orders will not be processed if the Govt Order Desk cannot see the Sourcewell quote portion has been clearly broken out on the End-customer's PO or the signed Sales Agreement

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Tammy Busch, Asst. Supt. of Business Services

Item Number: 10.6

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

SUBJECT:

Request to Approve an Independent Contract with West Coast Broadcast Services LLC (WCB) for Engineering, Consultation, and Support for KRVH for the 2022-2023 School Year

BACKGROUND:

KRVH Radio Rio is a school run radio station on the campus of Rio Vista High School. There are many federal regulations that apply to radio transmissions. To maintain compliance with the necessary FCC regulations the district finds it necessary to contract with an outside agency for their expertise in this area.

STATUS:

WCB will collaborate with station management point of contact, Chief Operator, Julie Griffin on matters related to the engineering and technical compliance needs of the facility along with services and support to River Delta Unified School District and KRVH-FM 91.5.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES:

Funding will be provided from the General Fund - \$5,000

RECOMMENDATION:

That the Board approves the Independent Contract with West Coast Broadcast Services LLC for engineering, consultation, and support services for KRVH for fiscal year ending June 30, 2023.

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 West Coast Broadcast Services LLC, 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 August 11, 2022 through June 30, 2023. 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 14 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 agent, Mike DaSilva, or CONSULTANT's designee, agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows:

Provide engineering contract, consultant services, and support to River Delta Unified School District and KRVH-FM 91.5. Collaborate with station management point of contact, Chief Operator, Julie Griffin on matters related to the engineering technical compliance needs of the facility. Complete DISTRICT pre-approved projects, including, but not limited to, routine maintenance, technical issues, compliance, and maintenance of the integrity of the broadcast plant infrastructure.

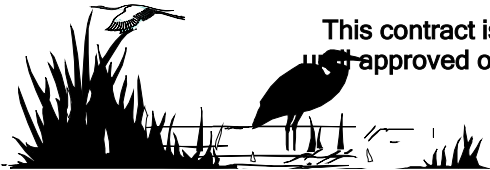
3. **PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:
\$80 per hour,
During an off-air or critical station emergency, and if unavailable, CONSULTANT may offer to sub-contract services if preoccupied with other clients or projects. Sub-contracting services will be invoice at \$130.00 per hour, plus mileage at the IRS rate.
All hours must be pre-approved by the DISTRICT's Assistant Superintendent of Business Services or Superintendent.

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. Travel commute time will be invoiced at a rate of \$80.00 per hour, plus mileage at the IRS rate.

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

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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.

RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

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

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

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Bates School
Clarksburg Middle

Isleton School
Riverview Middle
River Delta High/Elementary School

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

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

Delta Elementary Charter School

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 Elementary Riverview School D.H. White Elementary Rio Vista High School Mokelumne High School
River Delta High/Elementary School River Delta Community Day School.....Delta Elementary Charter School



RIVER DELTA UNIFIED SCHOOL DISTRICT

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www.riverdelta.k12.ca.us

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

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

10. Description of Duties:

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.

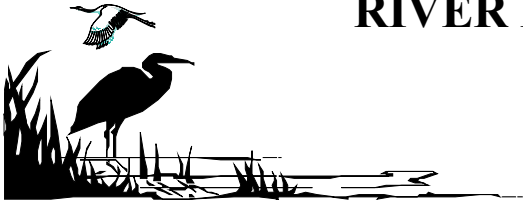
Kathy Wright, Superintendent

Date

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

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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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

Creating Excellence To Ensure That All Students Learn

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



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CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle

Isleton School
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.

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: August 9, 2022

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Educational Services Item Number: 10.7

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

SUBJECT:

Request to Approve of the Memorandum of Understanding (MOU) for River Delta Unified School District (RDUSD) to Participate in the Sly Park Environmental Education Program for the 2022-2023 School Year

BACKGROUND:

The District has participated in this program for many years. This MOU is entered into between the Sacramento County Office of Education (SCOPE) and River Delta USD for SCOPE to provide an outdoor learning experience to District students at SCOPE's Sly Park Environmental Education Center (Sly Park).

STATUS:

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2023.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

No cost to the District, costs are borne by the schools and donations.

RECOMMENDATION:

That the Board approves the Memorandum of Understanding for the participation by the District schools in the Sly Park Environmental Education Center for 2022-2023.

Time allocated: 2 minutes



Sly Park Environmental Education Center
5600 Sly Park Rd.
Pollock Pines, CA 95726
916-228-2485
slypark@scoe.net

Date: July 15, 2022

To: Superintendents

From: Brett Nelson, Director
Sly Park Environmental Education Center

Please sign and return the enclosed Memorandum of Understanding (MOU) to allow school(s) in your district to participate in the Sly Park program for the 2022/23 school year. Additionally, the Sacramento County Office of Education (SCOE) requires that your district provide a copy of your Certificate of Liability Insurance for our records naming SCOE as the insured. We must receive both documents, no less than 60 days prior to your trip, in order for your district/school(s) to attend Sly Park.

Please return both documents as soon as possible. Send to:

Sly Park Environmental Education Center
5600 Sly Park Road
Pollock Pines, CA 95726

or

Email: slypark@scoe.net

A copy of the fully executed MOU and all further correspondence regarding 2022/23 participation will be sent directly to the schools. If you have any questions, please call me at (916) 228-2485.

Thank you!

Memorandum of Understanding

This memorandum of understanding (MOU) is entered into between the Sacramento County Office of Education (SCOPE) and River Delta Unified School District (District) for SCOPE to provide an outdoor learning experience to District's students at SCOPE's Sly Park Environmental Education Center (Sly Park).

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2023.

I. The District shall:

- A. Comply with the terms of this Agreement and the rules and regulations of SCOPE, Sly Park, and the USDA Forest Service, and all applicable laws. The District shall require participating District schools to likewise comply with the Agreement and the applicable rules, regulations, and laws. Failure to meet any of the requirements may impact the current and future reservations at Sly Park.
- B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
- C. Provide 1 certificated teacher for every 28 students from a participating District school for the duration of the school's stay at Sly Park.
- D. Provide 2 adult chaperones for every 1-24 children at a rate of \$27 each/per day. This shall include 2 female chaperones for every 1-24 female participants and 2 male chaperones for every 1-24 male participants. If an aide is needed to be with only one student, that adult's presence is not used in determining the proper student to chaperone ratio.
- E. Ensure that each District school teacher and chaperone is available to assist in supervising students at the direction of the Sly Park Director. In the event that a teacher or chaperone is not available, Sly Park reserves the right to hire a SCOPE approved individual to assist in supervision. Costs incurred for supervision services will be the responsibility of the District. District shall inform Sly Park if it does not have a sufficient number of chaperones at least 30 days prior to the scheduled arrival date.
- F. Require District employees and adult chaperones participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
- G. Pay the full program rate for adults/chaperones staying at Sly Park, who are not acting as a certificated teacher or chaperone as outlined in Paragraphs C or D above or who are in excess of the appropriate ratio expressed therein.
- H. Ensure students are adequately prepared for resident life on the Sly Park Campus, including the possibility of inclement weather. Each chaperone, staff, and student must furnish a sleeping bag, or blankets and sheets, as well as clothing appropriate for hiking activities and weather. Suggested supplies are included in Exhibit A – Sly Park Packing List.
- I. Prior to arrival, notify the Sly Park Director of a student's behavioral or disciplinary issues that may affect the safety of the student, other students, adults, or staff. Collaborate with the Sly Park Director, to determine appropriate interventions, arrangements, and/or responses to facilitate the best possible educational opportunity at Sly Park for the student.

- J. Prior to arrival, inform the Sly Park Director of known health concerns and/or special needs that may impact a student's ability to participate in Sly Park activities in order to arrange appropriate accommodations to facilitate a successful Sly Park experience for the student
- K. Ensure that the parent/guardian of each registered student completes and signs the **Student Registration and Medication Authorization** online forms, which can be found at <https://cwnqui.campwise.com/Apps/OnlineReg/Pages/Login.html>.
- L. Provide medical care and/or medication administration to District students while on the Sly Park campus in accordance with District procedures. Sly Park staff will not be responsible for administration of medication to students.
- M. Adhere to the Sly Park Visitor Policy included in **Exhibit B – Sly Park Visitor Policy**.
- N. Ensure that District's chaperones, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park campus.
- O. Leave the Sly Park campus in the same condition as found upon arrival. At SCOE's discretion, District may be responsible for actual costs of any repairs necessitated by damage caused by the District's schools, pupils, chaperones, teachers, or other persons attending Sly Park in conjunction with the participating District school. Damage may result in Sly Park denying the District or the school future opportunities to participate in Sly Park programs. This paragraph does not apply to reasonable wear and tear to the campus, as determined by the Sly Park Director.

II. SCOE/Sly Park shall:

- A. Provide an open enrollment period for schools/districts wishing to reserve space at Sly Park which is equitable and on a first-requested, first-reserved basis.
- B. Provide an Outdoor Environmental Education Program, including curriculum and outdoor activities led by certificated instructors.
- C. Provide lodging and food for students, chaperones, and District teachers in accordance with the District's reservations.
- D. Through the Sly Park Director, enforce laws and policies applicable to District students, staff, and chaperones attending Sly Park Environmental Education Program.
- E. Upon availability, accept a District's request to increase student attendance or reschedule camp dates when requests are made within the time frames set forth below.

III. Payment:

- A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$50.00 per reserved student. A deposit will secure a reservation at Sly Park and will be applied to a final invoice. Sly Park may cancel a reservation if the deposit is not made by:
 - a. **January 30, 2022** for visits occurring between August 1 and December 31, 2022;
 - b. **April 30, 2022** for visits occurring between January 1 and June 15, 2023; or
 - c. Within 30 days of mailing the deposit invoice.
- B. Schools can make alterations to their reserved student number without penalty at any time prior to **May 1, 2022** for Sly Park visits occurring between August 1 and December 31, 2022 and prior to **September 30, 2022** for Sly Park visits occurring between January 1 and June 15, 2023.
- C. The District agrees to pay for the greater of:
 - a. the actual number of students who attend Sly Park, or
 - b. 94% of the number of students reserved as of the deadline for changes.

- D. Programs receiving exclusive use of the facility will be billed an amount reflecting a minimum attendance of 100 persons, regardless of the number actually attending.
- E. Unless otherwise indicated on the Reservation Request, program costs for the 2022/23 school year are as follows for each student and adult/chaperone in excess of the ratio outlined in Section I, Paragraph D:
 - a. 5 Day / 4 Night Program: \$255.00
 - b. 4 Day / 3 Night Program: \$220.00
 - c. 3 Day / 2 Night Program: \$185.00
- F. Should the District, or participating school, regardless of reason, cancel a confirmed reservation after the deadline above (Section III.B), District agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students.
- G. If a District notifies Sly Park of its inability to attend, or of reduced attendance numbers, at least 90 days prior to its scheduled arrival date, Sly Park will try to accommodate the District's revised needs through rescheduling, subject to demand and availability. In the event Sly Park is unable to accommodate the revisions, District remains responsible for payment as set forth above. If an unforeseen circumstance arises that does not meet any of the Force Majeure criteria, the site must contact the Sly Park Director 30 working days prior. It will then be at the Director's discretion to allow the change upon review of the circumstance.
- H. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.
- I. Send all deposits and payments to the following address:
 - Sacramento County Office of Education
 - Attn: Financial Services
 - PO Box 269003
 - Sacramento, CA 95826-9003

IV. General Terms:

A. Indemnification.

1. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless SCOE/Sly Park, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law.
2. To the fullest extent allowed by law, SCOE/Sly Park shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by SCOE/Sly Park or its directors, officers, agents, employees, volunteers, or guests arising from SCOE/Sly Park's duties and obligations described in this Agreement or imposed by law.
3. This section shall survive the termination of this Agreement.

B. Force Majeure. Notwithstanding any language herein to the contrary, neither party shall be liable for any failure in the performance of this agreement when such failure is due to causes beyond its reasonable control, including but not limited to natural disasters, floods, fires, acts of God, government orders or any other force majeure event.

C. Insurance. District and SCOE shall maintain in full force and effect during program and occupation of Sly Park a comprehensive general liability insurance policy in an amount

not less than Two Million Dollars (\$2,000,000.00) per occurrence. District's insurance policies shall name SCOE, its officers, employees, and agents, as additional insured. Either party will furnish the other with a copy of proof of insurance prior to District's occupancy of Sly Park upon request.

- D. **Non-Assignment.** This Agreement may not be transferred or assigned without the express written consent of SCOE.
- E. **Nondiscrimination.** Any service provided by either party pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- F. **Independent Agents.** Both parties, their agents, employees, and volunteers, shall act as independent agents in the performance of this Agreement, and not as an agent of the other party.
- G. **Entire Agreement and Amendment.** Exhibits A-B are incorporated herein and are deemed part of this MOU. Including these incorporated documents, this MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties.
- H. **Notices.** All notices shall be deemed to have been given when made in writing and delivered to the respective representatives of District and SCOE at their contact information below:

Sly Park Environmental Educ. Center 5600 Sly Park Rd. Pollock Pines, CA 95726 Tel: 916-228-2485 Fax: 530-644-2670 Email: slypark@scoe.net	River Delta Unified School District 445 Montezuma Street Rio Vista, CA 94571-1651 Tel: 707-374-1700 Fax: 707-374-2995 Email: kwright@rdusd.org
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- I. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Upon signature, the duly authorized representatives of each party agree to the above statements of understanding.

Sacramento County Office of Education

River Delta Unified School District

Brent Malicote Date
Assistant Superintendent, Education Services

Katherine Wright Date
Superintendent



**MEMORANDUM OF UNDERSTANDING
Addendum 1**

This Addendum 1 to the Memorandum of Understanding (MOU) between the **Sacramento County Office of Education (SCOPE)**, and River Delta Joint Unified School District (District), addresses the impact of COVID-19 on the parties' agreement. This Addendum 1 is effective once signed by both parties and will run through the end date of the MOU.

The use of the Sly Park facility is contingent upon local, state, and federal public health orders in existence at the time of the scheduled event. If public health orders prevent the event from happening, the parties will try to determine an alternate date for the event. If the parties are unable to find an alternate date, SCOPE will reimburse previously paid fees.

(District) agrees to:

1. Comply with existing COVID-19 public health and safety guidelines and requirements as specified by local, state, and federal officials, including those from the El Dorado and Sacramento County Health Departments and the applicable industry guidance issued by the State of California.
2. Implement appropriate measures to screen staff and volunteers prior to their arrival at Sly Park.
3. Require camp participants to complete the Sly Park COVID-19 Requirements and Liability Release form, available in the online registration portal, prior to arrival at camp.
4. Assist in screening campers and communicating current safety measures and expectations to campers. Enforce safety measures and expectations with campers.
5. Notify Sly Park Director of potential COVID-19 exposures and mitigate the impact of such exposures. This may require isolating camper(s) and/or facilitators and arranging for their transportation home.

LIABILITY RELEASE: DISTRICT AGREES TO ASSUME ALL RISKS AND HAZARDS RELATED TO COVID-19, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH UTILIZING SLY PARK FOR CAMP. DISTRICT HEREBY RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE THE SACRAMENTO COUNTY OFFICE OF EDUCATION AND ITS REPRESENTATIVES, OFFICERS, BOARD MEMBERS, AND STAFF FROM ALL CLAIMS AND LIABILITIES RELATED TO COVID-19 ARISING OUT OF OR IN CONNECTION WITH THE SLY PARK CAMP.

Sacramento County Office of Education
Brent Malicote
Assistant Superintendent, Education Services

River Delta Joint Unified School District
Katherine Wright
Superintendent

Signature

Signature

Date

Date

WHAT TO BRING

REQUIRED ITEMS

- Sleeping bag or 2 sheets & 2 blankets
- Pillow & pillowcase
- 2-5 pairs of pants
- 5 shirts
- 5 sets of underwear
- 5 pairs of socks (extra in winter)
- Pajamas
- 1 jacket or coat
- 2-3 sweaters/sweatshirts/hoodies
- Rain poncho or waterproof raincoat
- Gloves
- Beanie/hat
- 2 pairs of hiking shoes
- Snow boots, if snow is possible
- Reusable water bottle
- 1 silk-screening t-shirt, hoodie, pillowcase, etc. (any color but black)
- Bath towel
- Hand towel & washcloth
- Toothbrush & toothpaste
- 2 large plastic bags (for dirty clothes)
- Comb or brush
- Lip balm
- Soap & shampoo/conditioner
- Books/magazines

Please note that if your child does not have any of the required items, Sly Park can provide these items for them during their stay.

OPTIONAL/SUGGESTED ITEMS

- Fitted sheet
- Extra blanket
- Shower shoes/flip flops
- Slippers
- Hand lotion
- Sunscreen (non-aerosol)
- Insect repellent (non-aerosol)
- Deodorant (non-aerosol)
- Backpack
- Camera
- Stamps for letters home
- Shorts, if warm weather is possible
- Flashlight
- Earplugs

** Medications, vitamins, etc., must be turned in to school before your trip

Watch the weather reports and pack accordingly

WHAT NOT TO BRING

NO candy, gum, food, snacks, soda, etc.	NO knives, weapons, dangerous objects
NO money	NO curling irons or hair straighteners
NO valuable items	NO aerosol sprays
NO cell phones or electronics	NO clothing inappropriate for school

If your child leaves something behind, please call 916-228-2485.
Sly Park is not responsible for lost, misplaced, broken, or stolen items.



Sly Park Environmental Education Center
5600 Sly Park Road
Pollock Pines, CA
95726
916-228-2485

Sly Park Environmental Education Center Visitor Policy

To meet the guidelines established by the CDC (Center for Disease Control) and USFS (United States Forest Services), Sly Park's Visitor Procedures have changed.

Per the CDC and the EHE (Environmental Health & Engineering) all Residential Educational Programs are required to restrict parents, guardians and non-essential visitors from entering the campus.

School Principals, Vice Principals, Counselors, Dare Officers, and other school or district personnel deemed essential are permitted to visit Sly Park Environmental Education Center (Sly Park) during the week their school's students are on site.

No parents other than approved Sly Park chaperones may visit Sly Park during the week their child's school is on site.

Guidelines for Visitors:

- All visitors **must call** ahead of time to arrange their visit, and to gain approval from the Sly Park Director in order to visit.
- No additional visitors will be admitted to Sly Park after the program begins unless they complete an Antigen test at Sly Park and have a negative result.
- Visitors will check in at the office and complete a Health Screening, which includes a Health Questionnaire and temperature check.
- Visitors must check in at the office and wear a "Visitor" badge while on site.

The Sly Park Environmental Education Center staff reserves the right to revoke any and all visitations if the above-stated conditions are not adhered to.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Educational Services Item Number: 10.8

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

SUBJECT:

Request to Approve the Renewal of IXL Learning Educational Software for the 2022-2023 School Year

BACKGROUND:

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

STATUS:

This is a renewal contract. The schools utilizing this program would like to continue using it to supplemental their daily instruction.

PRESENTER: Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$11,425.
\$5,350 paid by Educational Services funds.
\$4,525 paid by Riverview Middle School
\$1,550 paid by Rio Vista High School

RECOMMENDATION:

That the Board approves the renewal of IXL Learning educational software a cost to exceed \$11,425.

Time allocated: 2 minutes



RENEWAL QUOTE

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

QUOTE # 967587-2022-002-3
 DATE: JULY 15, 2022

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

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Amanda Palumbo	A13-967587	August 17, 2022 – August 17, 2023	August 17, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 725 students, including: Grades K-10: 225 students at Riverview Middle School Subjects: Math, ELA, and Science	\$4,275.00	\$4,275.00
1	Math-only in grades 7-8 at Riverview Middle School: 25 students Subject: Math	\$250.00	\$250.00
1	Math & ELA in grades 1-12: 250 students Subjects: Math and ELA	\$3,875.00	\$3,875.00
1	Math, ELA & Sci in grades 5-6: 25 students Subjects: Math, ELA, and Science	\$475.00	\$475.00
1	Grades K-10: 100 students Subject: Math	\$1,000.00	\$1,000.00
1	Grades 9-12: 100 students at Rio Vista High School Subjects: Math and ELA <i>K-8 math licenses include complimentary access to IXL's universal screener</i> <i>Unlimited instructor accounts included</i>	\$1,550.00	\$1,550.00
		SUBTOTAL	\$11,425.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	\$11,425.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 967587-2022-002-3. For international accounts, we can accept wire transfers for an additional fee.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.9

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

SUBJECT:

Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Northern CA Preparatory School) for the 2022-2023 School Year at a Cost Not to Exceed \$45,000

BACKGROUND:

There is a student within our district that requires programs and services unique to their needs. The IEP team determined that Northern CA Preparatory School has a program that will meet the student's needs in the least restrictive environment.

STATUS:

This is a new contract. The 2022-2023 contract is not to exceed \$45,000.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

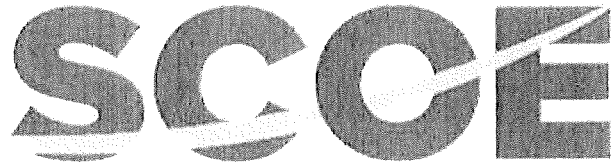
COST AND FUNDING SOURCES:

Not to exceed \$45,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Northern CA Preparatory School) for the 2022-2023 School Year at a cost not to exceed \$45,000.

Time allocated: 2 minutes



Sacramento County Office of Education
EDUCATION EMPOWERS

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2022-2023

June 27, 2022

MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

Contract Year: 2022-2023 _____

LEA: _____

Nonpublic School : Northern CA Preparatory School _____

Nonpublic Agency: _____

Type of Contract:

- _____ 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.
- _____ Extension of the Master Contract to provide for ongoing funding at the prior year's rates for up to 90 days at the sole discretion of the LEA and in accordance with Section 4 of this Master Contract. Expiration Date: _____

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2022-2023

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Northern CA Preparatory School

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between _____ hereinafter referred to as the local educational agency ("LEA") or "District" and NCPS nonpublic

nonsectarian school or agency), hereinafter referred to as "NPS/A" or "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 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 LEA 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 by LEA and CONTRACTOR.

These forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the LEA student's Individualized Education Program (hereinafter referred to as "IEP"). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is ordered 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 LEA student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure 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 NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on

or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the 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 and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, 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. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State to license, to provide nonmedical care room and board 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 in writing 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/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this 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 and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does 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, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-

negotiated prior to June 30, 2023. If the parties have not reached agreement by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to a CONTRACTOR is at the sole discretion of the 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 Contract incorporates LEA Procedures herein by this reference. Each ISA is incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This 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 the LEA with information as requested in writing to secure a Contract or a renewal.

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each LEA student to 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 the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this 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 students.

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

Unless otherwise provided in this Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event the CONTRACTOR is

unable to provide a specific service at any time during the term 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 NPS/A.

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 ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California 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 ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, 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 this Contract, unless otherwise specified in this 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. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and 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 those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations 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.

Nothing in this definition shall be construed as restricting the activities in 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. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California 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:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents 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 (b)(2),
 - iii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iv. 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,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education 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 an 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 “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this 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 this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this 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 Contract. For purposes of this 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 through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, 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 NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; 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. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the 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 LEA 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 LEA student records, as required by State and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA 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 contract with venue in the County where LEA is located.

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

This Contract may be modified or amended by the 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, guideline or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination.

ISAs are void upon termination of this Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall 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 Contract, 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 Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG20 10 or CG 20 26 (or equivalent) to provide that the District and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of \$2,000,000 per accident.

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 accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to 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. **Sexual Assault and Molestation Insurance**

Contractor shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- F. **All Coverages**

1. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
2. All self-insured retentions over \$100,000 must be declared and approved by the District.
3. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the District.
4. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

- G. All Certificates of Insurance must 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 NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/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.

- B. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- C. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- D. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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 \$5,000,000 per occurrence.

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

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA

Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract 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 Contract 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 determined to be a partner, joint venturer, co-principle, 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 determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

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 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 notice and CONTRACTOR shall not subcontract for said service(s).

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 Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, 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 Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this 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 LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this 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 disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 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 an 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 the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid 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 LEA 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, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, 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 is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this 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 the 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 good cause for termination of this Contract.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

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 NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

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 the 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 the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the 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 the 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 the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 the 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 LEA; (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 Contract.

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. 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 have 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 Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

NPAs providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, 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 the student's ISA developed in accordance with the 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 at

the same level that California Education Code prescribes for 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 level unless otherwise specified in the student's IEP.

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

24. CLASS SIZE

When CONTRACTOR is a NPS, 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 NPS is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the 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 NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS:

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 LEA 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 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 NPS/A. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by and LEA students' 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 the student's 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 student's IEP team convened by the 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those 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 NPA:

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 the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the 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 before delivery of any NPA services. 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 NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

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 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, 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 recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, 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, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), as appropriate to the LEA student and mandated by LEA pursuant to LEA and State and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to 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 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, data collection, 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 the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this 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 the State and federal law and implementing regulations. If the 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 pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

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 emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student, (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 an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify the LEA, Parent, guardian, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, CONTRACTOR shall submit a copy of the BER to the LEA within twenty-four (24) hours.

In the event that an IEP meeting is required pursuant to 56251.1, the Contractor will coordinate with the LEA in the scheduling of the IEP.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the LEA student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the student's BIP. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

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. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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.

CONTRACTOR shall review and revise all restraint practices 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 LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students 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; and (d) BERs have been properly completed and forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

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. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement

for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the 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 after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR 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 LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If an LEA student is to be transferred from a NPS 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 LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the 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 Contract, the Parent, CONTRACTOR or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's 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 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 Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student dis-enrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA 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 by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as

the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of 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. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of 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, California Education Code section 231.5; (4) Title IX Student Grievance Procedure 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 ("HIPAA"), 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. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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 (4) 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 CONTRACTOR's place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, 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 intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the 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 Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation 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 LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 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 a LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited 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 student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, 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, and submit such transcripts on LEA-approved forms to the 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, the 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 Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of

LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("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 student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR 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 CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and 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); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as 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. CONTRACTOR shall also provide LEA with a copy of the student's current IEP.

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 NPS placement until the date on which an IEP team meeting is convened by LEA for the student, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the 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, respectively, special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

42. STATE MEAL MANDATE

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

43. MONITORING

When CONTRACTOR is a NPS, the CONTRACTOR shall grant LEA, and/or LEA's designee access to its facilities for the purpose of conducting onsite visits in accordance with Education Code section 56366.1, subdivision (e)(3). The NPS shall, at minimum, grant access for at least one annual onsite monitoring visit. In addition, if the LEA does not currently have a student enrolled in the NPS, the NPS shall grant access for an onsite visit prior to the placement of any student. For each onsite visit, the NPS will ensure that the LEA or its designees is granted access sufficient for an observation of each LEA student, and a walkthrough of the facility.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA 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 held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using 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 standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or 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 NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ and FBI clearance are obtained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into 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). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the NPS/A. 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 the LEA upon request.

45. 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 hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with 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 3001(r), 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 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).)

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.* Specifically, 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 where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. 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 Sacramento County Superintendent of Schools. 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 LEA 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 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 which such person is providing services under this Contract.

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

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student'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. 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 NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement 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 LEA student shall not be deemed to be a qualified substitute for their 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 authorized LEA representative.

48. 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 NPS/A 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; CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA 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 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 also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021

et. seq., 49406, and Health and Safety Code section 121545(a) 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 a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, 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.

CONTRACTOR shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and CONTRACTOR shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. CONTRACTOR acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all CONTRACTORS and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students as required to comply with applicable regulations related to workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. CONTRACTOR will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.

CONTRACTOR's responsibility for the Clearance Requirements identified in Section 44 of the Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of CONTRACTOR who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the CONTRACTOR.

CONTRACTOR recognizes that there is presently an element of risk of COVID-19 or other related or similar pandemics transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. CONTRACTOR agrees that LEA cannot ensure the safety of CONTRACTOR or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR from the risks of COVID-19 or other related or similar pandemics. CONTRACTOR has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. CONTRACTOR assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract, including risks related to COVID-19. CONTRACTOR assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by CONTRACTOR, CONTRACTOR's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of CONTRACTOR arising from CONTRACTOR's provision of services pursuant to this Contract.

Pursuant to the indemnification requirements in this Contract, CONTRACTOR shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from CONTRACTOR's compliance or lack of compliance, with the requirements set forth herein. Additionally, if CONTRACTOR does not comply with any requirement set forth in this Contract, then LEA may terminate this Contract immediately, and

CONTRACTOR shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

In the event any provision or part of this section is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to 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 NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, 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 responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and 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 Contract by LEA.

In signing this Contract, 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.

51. 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 the student with the administration of such medication after the student's parent(s) provides 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 the 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 student to whom medication is administered. Such written log shall specify the 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 ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. 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 Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). 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 from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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 LEA, Special Education Director and CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes 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 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 pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, 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 the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A 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. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State laws. If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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 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. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the 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 NPS/A 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 sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to 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 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 rebilling 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 Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the 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 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. 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, as required by EC 56366.5(a); (e) education and/or related services are provided to 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 Paragraph 15 of this 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 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 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 LEA student 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 the 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 the 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 LEA's Authorized Representative of the dispute in writing. The 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 Contract shall be mediated with both parties paying their own costs for the mediation.

58. 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. If CONTRACTOR seeks to use an LEA student's public benefits to pay for special education and related services, it shall first provide written notice to the LEA Student's Parents, with a copy to the LEA, as required by Title 34 of the Code of Federal Regulations section 300.154(d). CONTRACTOR shall also provide notice under Title 34 of the Code of Federal Regulations section 300.154(d) prior to seeking payment from Medi-Cal for the first time and annually.

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 the 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 7 of this 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 a LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) 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 LEA 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 Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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 NPA, 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.

59. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EXTRAORDINARY CONDITIONS

The following shall apply in the event of a LEA or NPS school closure due to an emergency, in accordance with Education Code Sections 41422 and 46392:

- a. If CONTRACTOR is authorized to remain open during any of the extraordinary conditions specified in Education Code section 41422 and serves LEA students appropriately pursuant to this Contract, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed due to any of the extraordinary conditions specified in Education Code section 41422, and LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed due to any of the extraordinary conditions specified under Education Code section 41422, on the days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for the days the student is not in attendance due to CONTRACTOR'S NPS closure. \
- d. CONTRACTOR shall, in the event of school closures due to any of the extraordinary conditions specified under Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled LEA students. CONTRACTOR shall ensure its LEA students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate in the educational program. .
- e. In the event of CONTRACTOR'S closure due to any of the extraordinary conditions specified under Education Code section 41422, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.
- f. When a CONTRACTOR's closure due to extraordinary conditions specified under Education Code section 41422 is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

60. INSPECTION AND AUDIT

The 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 Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Paragraph 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract

period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. 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. Such access shall also include unannounced inspections by LEA.

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 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 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.

61. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA 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 Section 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 Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("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 LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director 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 LEA's Quality On-Site NPS Review Rubric.

62. DEBARMENT CERTIFICATION

Notices to CONTRACTOR shall be addressed to:

Name and Title: Daneen Johnson - Director

NPS/A: Northern CA Preparatory School

Address: 6046 Lemon Hill Avenue

City: Sacramento

State: CA

Zip: 95824

Phone: 916-383-6222

Fax: 916-383-6221

Email: djohnson@ncpsschool.com

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Northern CA Preparatory School

The CONTRACTOR CDS NUMBER: 34-67439-7085590

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$200 per day

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)
 DAILY RATE: _____

- 3) Related Services: _____

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$25</u>	<u>Per hour</u>
<u>Language and Speech (415) (Individual and Group)</u>	<u>\$115</u>	<u>Per hour</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450) (Individual and Group)</u>	<u>\$115</u>	<u>Per hour</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____

<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Transportation Services</u>	<u>\$55</u>	<u>Per day</u>
<u>Other (900) Speech Assessment</u>	<u>\$400</u>	<u>each</u>
<u>Other (900) OT Assessment</u>	<u>\$400</u>	<u>each</u>
<u>Other (900) Functional Behavior Assessment</u>	<u>\$500</u>	<u>each</u>
<u>Other (900) OT IEP Meeting Attendance</u>	<u>\$50</u>	<u>per hour</u>

Please Provide Additional Cost Information (Mileage, IEP Attendance, Etc.):

Description:	Rate:	Period:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X_____

From: Victoria Turk, Principal

Item Number: 10.10

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

SUBJECT:

Request to approve Professional Expert Agree with Susan Jones to provide mentorship
And assistance to teachers during the 2022-23 school year.

BACKGROUND:

Rio Vista School High Site Council has identified the need to provide additional support for classroom teachers. Susan Jones was a mentor teacher in Santa Clara USD. Rio Vista High School has contracted with her in the past to provide support for classroom teachers.

STATUS:

Professional Expert Agreements are required to have Board approval.

PRESENTER:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Site Supplemental Funds

RECOMMENDATION:

That the Board approves the Professional Expert Agreement with Susan Jones for the 2022-23 school year.

Time allocated: 2 minutes

River Delta Unified School District

445 Montezuma Street
Rio Vista, CA 94571

Professional Expert Agreement

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

River Delta Unified School District agrees to Contract with Susan Jones for the services performed from: August 1, 2022 to: June 2, 2023.

Services to be performed: coaching, planning, and collaborating with teachers

Amount to be paid:

Budget # 0 0740 0 5800 321 1110 1000 \$ 3000.00
Budget # _____ \$ _____

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

Coaching

Pay Rate: \$ \$200 per daily (hour, day, week, month, flat rate, stipend)

Requested by: Victoria Turk / Principal 7.1.22
Title Date

Supervisor Approval: _____ / _____
Title Date

Director of Personnel _____ Date _____

Assistant Superintendent, Business Services _____ Date _____

NOTE: This form must be accompanied by the following:

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

Identify services completed and submit to payroll:

Completed: _____ Certifying Administrator

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

Professional Expert Completes:

Name _____
S.S. # _____
Address _____
Telephone # _____

Professional Expert Signature Susan Jones Date 7-27-2022

Do you have a valid CA teaching credential?

Yes No

Are you presently or have you been a member of

PERS Yes No

STRS Yes No

Are you presently an employee of RDUSD?

Yes No

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Tammy Busch, Asst. Supt. of Business Services

Item Number: 10.11

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

SUBJECT:

Request to Accept the Grant Award in the Amount of \$60,000 and \$20,000 from Yolo-Solano Air Quality Management District to Replace Two (2) Lawn Mowers with Electric Lawn Mowers

BACKGROUND:

Yolo-Solano Air Quality Management District approves funding applications for Clean Air Funds (CAF) projects each fiscal year. The district requested funding to replace two lawn mowers with electric lawn mowers. The award had to be signed by July 15, 2022 to accept the funding.

STATUS:

Yolo-Solano Air Quality Management District will provide funding of \$60,000 and \$20,000 and the district will match \$ 35,730 for a total project of \$115,730 for 2 electric lawn mowers under the Green Grass Clean Air Project.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Ken Gaston, Director of Maintenance, Operations and Transportation

COST AND FUNDING SOURCES:

Additional Funding will be provided from Maintenance Fund

RECOMMENDATION:

That the Board accepts the award amount of \$60,000 from Yolo-Solano Quality Management District to purchase two (2) electric lawn mowers.

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: August 9, 2022

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.13

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

SUBJECT:

Donations

Rio Vista High School – In Memory of Dennis Katsuki

Caroile Mitsuda
Leonard & Yvonne Rodrigues
Aaron & Natalie Beaver
Craig Nishite
Denis & Linda VanDeMaele

BACKGROUND:

Donations to Receive and Acknowledge:

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: August 9, 2022

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 June 2022. In addition, Revisions to Regulation 4151: Employee Compensation.

BACKGROUND:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policies, Administrative Regulations and Exhibits. Requests have been made to review and revise Regulation 4151: Employee Compensation.

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to June 2022 and revisions to Regulation 4151 which need to be approved for first reading.

These Board Policies, Administrative Regulations and Exhibits will be submitted for a second and final reading and approval at the September 13, 2022 Board meeting.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the first reading of these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to June 2022, as well as revisions to Regulation 4151.

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET
June 2022

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

Board Policy 0420.41 - Charter School Oversight

Policy updated to reflect that a charter school proposing to expand operations to one or more additional sites or grade levels is required to request a material revision to its charter and notify the Governing Board of the additional locations or grade levels whether a proposal to expand operations is concurrent with or unrelated to a renewal, add a new section heading "Fees/Charges for Supervisorial Oversight" and rearrange material within this section for clarity, provide that it is the County Superintendent of Schools who may request that the California Collaborative for Educational Excellence be assigned to provide assistance to a charter school that fails to improve outcomes in regard to state or school priorities identified in the charter, as specified, and add that complaints alleging noncompliance with Education Code 47606.5 (annual update of school goals, actions, and related expenditures or 47607.3 (technical assistance or intervention based on the school's failure to improve student outcomes) may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

Exhibit(1) 0420.41 - Charter School Oversight

Exhibit updated to reflect **NEW ATTORNEY GENERAL OPINION (20-102, 2021)** which found that a charter school's executive director or any of a charter school's employees may not serve as a member of the county board of education in the county where the charter school is located, **NEW LAW (AB 27, 2021) and (SB 400, 2021)** regarding identification of homeless children and unaccompanied youth, **(SB 224, 2021)** regarding the requirement to include instruction in mental health in health education course(s), **(AB 132, 2021)** regarding the completion and submission of the Free Application for Federal Student Aid and the California Dream Act Application, **(AB 643, 2021)** regarding notification to apprenticeship programs when a charter school is planning to hold a college or career fair, and **NEW LAW (AB 130, 2021)** regarding (1) phased in starting dates for which districts are required to offer a transitional kindergarten (TK) program; (2) the requirement to develop a plan for offering independent study if an affidavit is necessitated by an emergency condition that resulted in a school closure; (3) qualifications for TK teachers and adult to student ratios for TK classrooms; (4) verification of a valid criminal records summary for employees of entities that a charter school contracts with; and (5) the requirement to provide a breakfast and/or lunch free of charge during each school day to students requesting a meal regardless of the student's free or reduced-price meal eligibility. Exhibit also updated to reflect **NEW LAW (SB 722, 2021)** regarding the required presence of at least one adult with a valid certification of cardiopulmonary resuscitation training when hosting an on-campus event in or around a swimming pool that is not part of an interscholastic athletic program, and **(AB 367, 2021)** regarding the requirement to stock school restrooms with an adequate supply of free menstrual products, as specified. Additionally, exhibit updated to add or amend requirements related to high school graduation, the review of potential misassignments and vacant positions, the public employees retirement system, and the training of security officers.

Exhibit(1) 1113 - District and School Web Sites

Exhibit updated to reflect **NEW LAW (AB 27, 2021)** which includes posting requirements related to the identification of homeless students and **NEW LAW (AB 819, 2021)** which includes posting requirements related to specified environmental review documents as required by the California Environmental Quality Act. Exhibit also updated to add posting requirements related to posters published by the California Department of Fair Employment and Housing, and amend the item regarding the district's meal payment collection policy and procedures to reference a different memorandum regarding unpaid meal charges.

Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures

Regulation updated to reflect **NEW STATE REGULATIONS (Register 2020, No. 21)** which amends the definition of "beginning of the year or semester" and **NEW LAW (AB 367, 2021)** which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate

supply of menstrual products in specified restrooms beginning with the 2022-23 school year. Regulation also updated to clarify that the principal or Superintendent's designee is required to send a written resolution of the complaint to the mailing address of the complainant when the complainant has indicated on the complaint form a desire to receive a response to the complaint.

Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures

Exhibit updated to include that, for a school that serves any of grades 6-12, a complaint may be filed for failure to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms, as required by **NEW LAW (AB 367, 2021)**.

Board Policy 3110 - Transfer of Funds

Policy updated to delete an authorization for the temporary transfer of funds which only pertained to the 2020-21 and 2021-22 fiscal years.

Administrative Regulation 3517 - Facilities Inspection

Regulation updated to reflect **NEW LAW (AB 367, 2021)** which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year, and to post a notice, as specified, regarding this requirement in a prominent and conspicuous location.

NEW - Exhibit(1) 3517 - Facilities Inspection

New exhibit presents a sample of the required notification to be posted in a prominent and conspicuous location in each restroom where free menstrual products are required to be stocked, pursuant to **NEW LAW (AB 367, 2021)**.

NEW - Board Policy 3523 - Electronic Signatures

New policy reflects the authorization for districts to use electronic signatures in their communications and operations, including the benefits of electronic records and signatures, the requirement that electronic signatures conform with criteria described in law and that the level of security is sufficient for the transaction being conducted, and that electronic records are retained in accordance with law and regulations and as specified in board policy and administrative regulation.

NEW - Administrative Regulation 3523 - Electronic Signatures

New regulation establishes procedures for district use of electronic signatures, including that in any business transaction electronic signatures may be used only when each party has agreed to conduct the transaction in such a manner and that in other district operations electronic signatures may be required, criteria that must be met in order for an electronic signature to be used, and specific requirements for notarized signatures and statements that are required to be signed under penalty of perjury.

Board Policy 3550 - Food Service/Child Nutrition Program

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and **NEW LAW (AB 486, 2021)** which authorizes the coordination of food service programs with classroom instruction and other related district programs.

Administrative Regulation 3550 - Food Service/Child Nutrition Program

Regulation updated to reflect changes necessary to implement **NEW LAW (AB 130, 2021)** which requires the provision of a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and make other clarifying changes in the "Food Safety" section.

Board Policy 3551 - Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, including revisions to the "Meal Sales" and "Program Monitoring and Evaluation" sections.

Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated Regulation includes revision to "Payment for Meals," "Cafeteria Funds," and "Contracts with Outside Services" sections to make them generally applicable to all food service programs and the deletion of the "Unpaid and Delinquent Meal Charges" section which is no longer applicable.

Board Policy 3553 - Free and Reduced Price Meals

Policy updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated policy includes general requirements applicable to federal National School Lunch and Breakfast Programs as well as the state Universal Meal Program. Updated Policy also includes revision to the "Confidentiality/Release of Records" section to permit the use of student information to facilitate the provision of targeted educational services to a student based on the local control and accountability plan, as clarified in the California Department of Education's Management Bulletin SNP-02-2018.

Administrative Regulation 3553 - Free and Reduced Price Meals

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, and includes program implementation changes to "Verification of Eligibility" and "Nondiscrimination Plan" sections and the deletion of the "Prices" section which is no longer necessary.

Administrative Regulation 4112.2 - Certification

Regulation updated to expand the section on "Basic Skills Proficiency" to include a list of the ways a person may demonstrate basic skills proficiency, and reflect **NEW LAW (AB 130, 2021)** which exempts a person from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework and, in conjunction with **NEW LAW (AB 167, 2021)**, exempts a person from the basic skills proficiency test requirement if it is determined that a person has demonstrated proficiency through a combination of coursework, passage of a component(s) of the basic skills proficiency test, and other specified exams. Section also updated to reflect **NEW LAW (AB 320, 2021)** which impacts what is "qualifying coursework" by defining a "regionally accredited institution" to include an institution of higher education that held preaccreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning preaccreditation status, in addition to an institution of higher education that has already been designated as regionally accredited at the time the degree of an applicant for a credential was conferred. Additionally, regulation updated to provide more detail for when an out-of-state prepared teacher is not required to meet the basic skills requirement within one year of being issued a California preliminary credential by the California Commission on Teacher Credentialing.

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect **NEW LAW (AB 1033, 2021)** which changed the definition of "parent" to include a parent-in-law for the purposes of the California Family Rights Act (CFRA), by adding "parent-in-law" to the definitions of "eligible family member" and "parent" within the "Definitions" section. Regulation also updated to delete the last sentence in the first body paragraph in the "Terms of Leave" section, as it is no longer legally accurate.

Administrative Regulation 6173.1 - Education for Foster Youth

Regulation updated to reflect **NEW LAW (AB 1055, 2021)** which modified the definition of "foster youth" to include a dependent child of a court of an Indian tribe, consortium of tribes, or tribal organization, and includes the definition of "foster youth" as specified in law. Regulation also updated to make clarifying changes to the responsibilities of the district liaison for foster youth.

Policy 0420.41: Charter School Oversight

Status: ADOPTED

Original Adopted Date: 10/01/2013 | **Last Revised Date:** 03/06/2020 ~~2020~~2022

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

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

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

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

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

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

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

The Superintendent or designated charter school contact shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

Waivers

CSBA NOTE: A charter school is not authorized to submit general waiver requests to SBE on its own behalf, unless an exception applies. Rather, a charter school may submit a waiver request through the district. A general waiver request form is available on the California Department of Education's (CDE) web site.

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

Provision of District Services

CSBA NOTE: The following optional section may be revised to reflect district practice. CSBA's publication, "Charter Schools: A Guide for Governance Teams," recommends one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school, including any services that will be provided by the district; see BP 0420.4 - Charter School Authorization.

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

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

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

Material Revisions to Charter

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

CSBA NOTE: As amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019), Education Code 47605 requires a charter school to request a material revision to its charter whenever it proposes to expand operations at one or more grade levels.

If an approved charter school proposes to ~~establish or move~~ expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open meeting. (Education Code 47605, 47607)

The Board shall have the authority to determine whether a proposed change in charter school operations

constitutes a material revision of the approved charter.

Monitoring Charter School Performance

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

The Superintendent or designee shall monitor each Any charter school that is authorized by the district Board shall be monitored by the Superintendent or designee to determine whether ~~it~~ the charter school complies with all legal requirements applicable to charter schools, including ~~making~~ all reports required of charter schools ~~in accordance with~~ by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.

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

Education Code 47605 requires that the charter petition include methods for measuring the charter school's progress toward achieving student outcomes. Although the measures of the school's progress may vary, Education Code 47605 requires that charter schools conduct any statewide assessments applicable to other public schools. In addition, charter schools are included in the California School Dashboard, which reports the status of school performance on multiple state and local indicators and is intended to assist schools and districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Charter schools that serve high-risk students may qualify for the state's Dashboard Alternative School Status (DASS) program, which uses modified methods of measurement for accountability indicators when appropriate.

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

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

Fees/Charges for Supervisorial Oversight

CSBA NOTE: Education Code 47613 authorizes the district to charge the charter school, within specified limits, for the costs of supervisorial oversight of the school. Education Code 47613 provides

that the costs of supervisory oversight include, but are not limited to, costs incurred for technical assistance or intervention pursuant to Education Code 47607.3; see the section "Technical Assistance/Intervention" below. CSBA's publication, "Charter Schools: A Guide for Governance Teams," suggests that supervisory oversight activities also might include site visits and site visit protocols, development of memorandums of understanding, reviews of performance data and financial reports, review of governance procedures, monitoring of teacher credentialing and assignments, facilities compliance, and legal auditing.

The district may charge for district supervisory oversight as follows: (Education Code 47613; 5 CCR 11969.7)

1. Actual costs up to one percent of a the charter school's revenue ~~for the actual costs of supervisory oversight of the school. However, if the district provides the~~ charter school is able to obtain substantially rent-free with facilities from under Education Code 47614 and charges the district, charter school a pro-rata share of the district may charge facilities cost
2. Actual costs up to three percent of the charter school's revenue ~~for actual~~ if the district provides the charter school substantially rent-free facilities

Technical Assistance/Intervention

CSBA NOTE: Education Code 47607.3, as amended by AB 1505, establishes criteria for the provision of technical assistance to charter schools beginning with the 2020-2021 school year, including, but not limited to, the option to request assistance from the California Collaborative for Educational Excellence (CCEE). If, after providing technical assistance, the CCEE informs the Board that the charter school has failed or is unable to implement the CCEE's recommendations or continues to have persistent or acute inadequate performance, then the Board must consider revocation of the charter; see BP 0420.43 - Charter School Revocation.

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code ~~45607~~ 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605. This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.
3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in ~~items~~ Items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities

described in ~~items~~Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

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

1. ~~Shall provide technical assistance to the charter school based on the California School Dashboard~~

2. ~~May~~County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

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

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

Complaints

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

Each charter school shall establish and maintain policies and procedures ~~to enable any person to file a complaint~~, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670; to enable any person alleging the school's noncompliance with Education Code 47606.5 or 47607.3: to file a complaint with the charter school. (Education Code 52075)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

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

School Closure

CSBA NOTE: The following optional section may be revised to reflect district practice. Pursuant to Education Code 47605, procedures to be followed in the event a charter school ceases operation for any reason must be specified in the charter; see AR 0420.4 - Charter School Authorization. 5 CCR 11962 lists components that must be included in these procedures, including (1) designation of a

responsible entity to conduct closure-related activities; (2) notifications to specified persons and entities; (3) provision of information about students' grade level, course completion, and district of residence; (4) transfer and maintenance of student and personnel records; (5) completion of an independent final audit; and (6) disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed.

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

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

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

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

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

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
24 CCR 101	California Building Standards Code
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
Business and Professions Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system Common school system

Corp. Code 5110-6910	Nonprofit public benefit corporations <u>Nonprofit public benefit corporations</u>
<u>Ed. Code 1006</u>	<u>Prohibition against school district employees serving on county board of education</u>
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act <u>Leroy F. Greene School Facilities Act</u>
Ed. Code 17280-17317	Approval <u>Field Act; approval</u> of plans and supervision of construction
Ed. Code 17365-17374	Fitness of buildings <u>Field Act; fitness</u> for occupancy; liability of board members
Ed. Code 215	Student suicide <u>Suicide</u> prevention policies
Ed. Code 215.5	Student identification cards; <u>;</u> inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on web site
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; <u>;</u> notification of rights
Ed. Code 231.5-231.6	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32282	School safety plans
Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; <u>swimming pool safety that is not part of interscholastic athletic program</u>
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
<u>Ed. Code 35292.6</u>	<u>Stocking of menstrual products</u>
Ed. Code 35330	Field trips and excursions; student fees
<u>Ed. Code 38001.5</u>	<u>Training for security officers</u>
Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures

Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Applicants for employment; fingerprints for purpose of criminal <u>Criminal</u> record summary
<u>Ed. Code 44258.9</u>	<u>Monitoring of teacher assignments</u>
Ed. Code 44691	Information on detection of child abuse; <u>annual training</u>
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal background checks for contractors; criminal records summary; <u>employees of contracting entity</u>
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
<u>Ed. Code 46390-46393</u>	<u>Emergency average daily attendance</u>
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010-48011	Minimum age of admission (first grade)
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction
Ed. Code 48850-48859	Education of students in foster care <u>youth</u> and students who are homeless <u>students</u>
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; rules and regulations
Ed. Code 48913.5	Homework <u>Suspended students; homework</u> assignments for suspended students
Ed. Code 48950	Speech <u>Freedom of speech</u> and other communication
<u>Ed. Code 48985</u>	<u>Notices to parents in language other than English</u>
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Student records; definitions
Ed. Code 49062.5	Student records, name or gender change
Ed. Code 49070	Challenging content of <u>student</u> records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; <u>minutes of board meeting</u>

Ed. Code 49076.7	Student records; data privacy; Social Security social security numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Advertisement Prohibition of advertisement of non-nutritious foods
Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49501.5	Free breakfast and lunch to all students
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564	Meals for needy students
Ed. Code 49564.3	Provision of federal universal meal service
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation
Ed. Code 51225.7-51225.8	Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application
Ed. Code 51513 51413	Diploma of graduation; without passage of high school exit examination
Ed. Code 51745- 51749.6	Independent study
Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 56026	Special education
Ed. code 56040.3	Assistive Availability of assistive technology device
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
Ed. Code 60600-60649 60648.5	Assessment of academic achievement

Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils
Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 6250-6270	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
Lab. Code 3074.2	Notice of college and career fairs
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system
Federal	Description
20 USC 1681-1688	Discrimination Title IX of the Education Amendments of 1972; discrimination based on sex or blindness, Title IX
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.7879	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
Management Resources	Description
Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	Opinion No. 11-201 101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School; (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
California Department of Education Publication	Special Education and Charter Schools: Questions and Answers, September 10, 2002

California Department of Education Publication	Sample Copy of a Memorandum of Understanding
California Department of Education Publication	California School Accounting Manual
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District; (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2016
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. June 2021
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance , January 2014
Website	National Association of Charter School Authorizers
Website	California Bureau of Security and Investigative Services(https://www.bsis.ca.gov/)
Website	California Charter Schools Association
Website	California Commission on Peace Officer Standards and Training (https://post.ca.gov/)
Website	California Commission on Teacher Credentialing (https://www.ctc.ca.gov/)
Website	California Department of Education, Charter Schools
Website	California Department of General Services, Office of Administrative Hearings (https://www.dgs.ca.gov/OAH)
Website	California Department of Pesticide Regulation (https://www.cdpr.ca.gov/)
Website	California Interscholastic Federation (https://www.cifstate.org/)
Website	California Office of the Attorney General (https://oag.ca.gov/)
Website	California Public Employees Retirement System (https://www.calpers.ca.gov/)
Website	California State Controller (https://www.sco.ca.gov/)
Website	California State Teachers Retirement System (https://www.calstrs.com/)

Website	California Student Aid Commission (https://www.csac.ca.gov/)
Website	CSBA
Website	National Domestic Violence Hotline (https://www.thehotline.org/)
Website	National Suicide Prevention Lifeline (https://suicidepreventionlifeline.org/)
Website	U.S. Department of Agriculture (https://www.usda.gov/)
Website	U.S. Department of Education

Cross References

Code	Description
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0460	Local Control And Accountability Plan (BP and AR)
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
1431	Waivers
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	Charter School Facilities
7160	Charter School Facilities

Policy Reference UPDATE Service

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Exhibit 0420.41-E(1): Charter School Oversight

Status: ADOPTED

Original Adopted Date: 07/01/2017 | **Last Revised Date:** 03/06/01/2020 ~~2022~~ | **Last Reviewed Date:** 03/06/01/2020 ~~2022~~

REQUIREMENTS FOR CHARTER SCHOOLS

CSBA NOTE: Pursuant to Education Code 47610, charter schools are exempt from Education Code provisions governing school districts unless otherwise specified in law. However, charter schools, like other public schools, are subject to the state and federal constitutions, applicable federal laws, state laws that apply to governmental agencies in general, and state laws that are expressly applicable to charter schools. The following Exhibit lists some, but not necessarily all, legal requirements that apply to charter schools and may be used by districts to monitor a charter school's compliance with law. Violation of any law may subject the charter school to revocation pursuant to Education Code 47607; see BP 0420.43 - Charter School Revocation.

A charter school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, the following requirements.

Governance

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

Operations

- ~~2.~~3. The charter school's executive director or any of the charter school's employees shall not serve as a member of the county board of education in the county where the charter school is located (Education Code 1006; Government Code 1099)

Operations

- ~~3.~~4. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
- ~~4.~~5. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

Admission/Enrollment

~~5.6.~~ Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

~~6.7.~~ Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

CSBA NOTE: Education Code 56145 requires charter schools to serve students with disabilities in the same manner as other public schools. Pursuant to Education Code 47646, districts must ensure that each charter school that is deemed to be a public school of the district, and is not its own local educational agency (LEA) for special education purposes, receives an equitable share of special education funding and services for students with disabilities who are enrolled in the charter school.

If a charter school is operating as a public school of the district for purposes of special education, the district retains responsibility and must determine how to ensure that students with disabilities receive a free appropriate public education (FAPE). However, as indicated in the California Office of Administrative Hearings ruling in Student v. Horizon Instructional Systems Charter School, a charter school operating as its own LEA for purposes of special education, including a charter school offering an independent study program, is the entity responsible for providing FAPE.

~~7.8.~~ Serve students with disabilities in the same manner as such students are served in other district schools (Education Code 47646, 56145)

~~1.9.~~ Admit all students who wish to attend the charter school, according to the following criteria and procedures:

a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

~~8.c.~~ Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law. (Education Code 47605)

~~9.10.~~ Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on its web site the California Department of Education's (CDE) notice of these requirements

and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605)

~~10.11.~~ 11. Immediately enroll a homeless student, except where such enrollment would conflict with the requirements of Education Code 47605(d)48850-48859 regarding enrollment, identification, and placement of homeless children and unaccompanied youth (Education Code 48850, 48851, 48852.5, 48852.6; 42 USC 11431-11435)

~~11.12.~~ 12. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

~~12.13.~~ 13. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

Nondiscrimination

~~13.14.~~ 14. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)

~~14.15.~~ 15. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7

~~15.16.~~ 16. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)

~~16.17.~~ 17. If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

~~17.18.~~ 18. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)

~~18.19.~~ 19. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

Tuition and Fees

~~19.20.~~ 20. Not charge tuition (Education Code 47605)

CSBA NOTE:- Education Code 47605 specifically prohibits a charter school from charging tuition, but does not mention fees or other charges. As clarified in the California Department of Education's (CDE) advisory Pupil Fees, Deposits, and Other Charges, because charter schools are subject to the California Constitution, the free school guarantee of the California Constitution, Article 9, Section 5, applies to charter schools. Charter schools may only charge fees which are explicitly authorized by law for charter schools. For example, charter schools may charge fees for meals and field trips pursuant to Education

Code 35330, 38082, and 38084 because those provisions apply to charter schools, but charter schools may not necessarily charge other fees authorized by law for school districts.

~~20.~~21. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

~~21.~~22. Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)

School Plans

~~22.~~23. Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, after holding a public hearing, consulting with specified stakeholders, and using the template adopted by the State Board of Education (SBE). As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE. (Education Code 47604.33, 47606.5, 52064, 52064.1)

~~23.~~24. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)

~~24.~~25. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)

~~25.~~26. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

Curriculum and Instruction

CSBA NOTE: Education Code 47612.5 specifies, by grade level, the minimum number of instructional minutes that must be offered each fiscal year. Any charter school that fails to meet this requirement will have its state apportionment reduced in proportion to the percentage of instructional minutes that the school fails to offer. Education Code 47612.5 and 47612.6 provide that neither the State Board of Education nor the Superintendent of Public Instruction may waive the required number of instructional minutes but may waive the fiscal penalties under specified conditions.

~~26.~~27. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

~~27.~~28. If the charter school offers a kindergarten program, also offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2 (in accordance with Education Code 48000)

~~28.~~29. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)

~~29~~30. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school (Education Code 51931, 51934)

~~30~~31. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources (Education Code 49381)

32. If the charter school serves students in middle or high school and offers one or more courses in health education, include in those courses instruction in mental health, as specified (Education Code 51925-51929)

33. If the charter school serves students in grade 12, comply with the requirements for student completion and submission of the Free Application for Federal Student Aid and California Dream Act Application (Education Code 51225.7, 51225.8)

34. If the charter school is planning to hold a college or career fair, the charter school shall notify each apprenticeship program in the same county as the charter school with the planned date, time, and location of the fair (Labor Code 3074.2)

CSBA NOTE: Education Code 47612.5 provides that charter schools offering independent study are subject to Education Code 51745-51749.6. Education Code 51745 requires that no course included among the courses required for graduation may be offered solely through independent study. However, pursuant to 5 CCR 11705, a charter school offering grades 9-12 shall be deemed to be an "alternative school" for purposes of independent study and thus, according to CDE, would comply with this provision because students in such alternative schools are enrolled voluntarily and, if they wished, could attend any other district high school in which the courses were offered via classroom instruction.

~~31~~35. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

36. Develop a plan for offering independent study to affected students pursuant to Education Code 46393 if the governing body of the charter school submits an affidavit pursuant to Education Code 46392 necessitated by an emergency condition that resulted in a school closure (Education Code 46392, 46393)

~~32~~37. Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school (Education Code 51225.2)

~~33~~38. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

Special Education

~~34~~39. Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first. (Education Code 56040.3)

~~35~~40. If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:

- a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract (Education Code 56365)
- ~~a.~~b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year (Education Code 56366.1)

High School Graduation

- ~~36.~~41. Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any of the charter school's graduation requirements that exceed state requirements, unless the charter school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)
- ~~37.~~42. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)

Student Expression

43. Require students to meet the state minimum course requirements for graduation as specified in Education Code 51225.3, as well as any additional graduation requirements required by the governing body (Education Code 51225.3)

Student Expression

- ~~38.~~44. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)

CSBA NOTE: Education Code 48907 requires charter schools to establish a written "publications code" related to students' rights to freedom of speech and of the press. These written rules and regulations must include reasonable provisions for the time, place, and manner in which free expression may take place within the charter school's jurisdiction.

- ~~39.~~45. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

Staffing

- ~~40.~~46. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) as required for the teacher's certificated assignment. Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate required. (Education Code 47605, 47605.4)
47. If the charter school offers TK, require credentialed teachers first assigned to a TK class to meet one of three specified criteria establishing qualification for the position by August 1, 2023, and to maintain adult to student ratios as specified in Education Code 48000 (Education Code 48000)
48. Review potential misassignments and vacant positions in the charter school, including data from CTC, respond to the County Superintendent of Schools when necessary to show that an employee is legally authorized for an assignment, and correct any misassignments if notified by the County Superintendent that an assignment is not legally authorized (Education Code 44258.9)

~~41.49.~~ 41.49. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who ~~will have contact~~ interacts with students outside of the immediate supervision and control of the student's parent/guardian or a school employee has had a valid criminal background check records summary, unless an exception applies (Education Code 44830.1, 45122.1, 45125.1)

~~42.50.~~ 42.50. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

~~43.51.~~ 43.51. If the charter school chooses to make the state teachers' retirement plan and/or the public employees retirement system available to its employees, meet the requirements of Education Code 47611 ~~regarding the State Teachers' Retirement System~~ (Education Code 47610)

~~44.52.~~ 44.52. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

Parent/Guardian Involvement

53. If the charter school employs security officers and/or security officers work on the charter school campus, provide the latest course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with the Commission on Peace Officer Standards and Training, as specified (Education Code 38001.5; Business and Professions Code 7583.45)

Parent/Guardian Involvement

~~45.54.~~ 45.54. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)

~~46.55.~~ 46.55. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)

~~47.56.~~ 47.56. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in the primary language (Education Code 48985)

Nutrition

~~48.~~ 48. Provide each eligible student with one nutritionally adequate breakfast and/or lunch free of charge during each school day to students requesting a meal regardless of the student's free or reduced-price meal ~~during each school day, except as provided for a charter school that offers nonclassroom-based instruction~~ (Education Code 47613.5)

57. eligibility. If the charter school participates in the National School Lunch Program and/or School Breakfast program, not Program and is a very high poverty school, as defined, the charter school shall apply to operate a federal universal meal service provision, and upon approval, apply such service (Education Code 49501.5, 49564.3)

~~49.58.~~ 49.58. Not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

Student Health

~~50.~~ If the charter school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; not take any action directed at a student to collect unpaid school meal fees; ensure that a student with unpaid school meal fees is not denied a meal of the student's choice, shamed, or treated differently; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)

~~51.~~ If the charter school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)

Student Health

~~52.~~59. Adopt a policy on suicide prevention, intervention, and postvention for grades 7-12, and an age-appropriate policy for grades K-6, and review the policy at least every five years (Education Code 215)

~~53.~~60. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5)Z

~~54.~~61. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)

~~55.~~62. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

~~56.~~63. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)

~~57.~~64. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)

65. If the charter school sponsors or hosts an on-campus event in or around a swimming pool that is not part of an interscholastic athletic program, provide for the presence of at least one adult with a valid certification of cardiopulmonary resuscitation training throughout the duration of the event (Education Code 35179.6)

~~58.~~66. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)

~~59.~~67. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

- ~~60.~~68. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevention, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 234.6, 32283.5)
- ~~61.~~69. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code 231.5, 231.6)
- ~~62.~~70. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)
- ~~63.~~71. Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code 48901.1)
- ~~64.~~72. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code 47606.2, 48913.5)

Student and Parent/Guardian Records

- ~~65.~~73. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)
- ~~66.~~74. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)
- ~~67.~~75. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
- ~~68.~~76. If the charter school serves high school students, submit to the Student Aid Commission, (CSAC), for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission CSAC to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)
- ~~69.~~77. Upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, update, and reissue if requested, a former student's records to include the student's updated legal name or gender (Education Code 49062.5, 49070)

Facilities

78. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

~~70.~~b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

Finance

79. If the charter school serves students in any of grades 6-12, stock the school's restrooms at all times with an adequate supply of menstrual products available and accessible free of cost in all women's restrooms, all-gender restrooms, and in at least one men's restroom (Education Code 35292.6)

Finance

~~71.~~80. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code 47604.3)

~~72.~~81. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

~~73.~~82. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

~~74.~~83. Annually prepare and submit financial reports to the ~~district~~ Board and the County Superintendent of Schools in accordance with the following reporting cycle:

- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
- b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)

~~75.~~84. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds, and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

Accountability

~~76.~~85. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
24 CCR 101	California Building Standards Code
5 CCR 11700-11705	Independent study
5 CCR 11960-11969. <u>10</u>	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
<u>Business and Professions Code 7583.45</u>	<u>Training for security officers</u>
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system
Corp. Code 5110-6910	Nonprofit public benefit corporations
<u>Ed. Code 1006</u>	<u>Prohibition against school district employees serving on county board of education</u>
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17280-17317	Approval <u>Field Act; approval</u> of plans and supervision of construction
Ed. Code 17365-17374	Fitness of buildings <u>Field Act; fitness</u> for occupancy; liability of board members
Ed. Code 215	Student suicide <u>Suicide</u> prevention policies
Ed. Code 215.5	Student identification cards; <u>;</u> <u>i</u> inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on web site
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; <u>;</u> <u>i</u> notification of rights
Ed. Code 231.5-231.6	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32282	School safety plans

Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
Ed. Code 35292.6	Stocking of menstrual products
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 38001.5	Training for security officers
Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Applicants for employment; fingerprints for purpose of criminal Criminal record summary
Ed. Code 44258.9	Monitoring of teacher assignments
Ed. Code 44691	Information on detection of child abuse; annual training
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal background checks for contractors; criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010-48011	Minimum age of admission (first grade)
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction

Ed. Code 48850-48859	Education of students in foster care <u>youth</u> and students who are homeless <u>students</u>
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; rules and regulations
Ed. Code 48913.5	Homework <u>Suspended students; homework</u> assignments for suspended students
Ed. Code 48950	Speech <u>Freedom of speech</u> and other communication
<u>Ed. Code 48985</u>	<u>Notices to parents in language other than English</u>
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Student records; definitions
Ed. Code 49062.5	Student records, name or gender change
Ed. Code 49070	Challenging content of <u>student</u> records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; <u>minutes of board meeting</u>
Ed. Code 49076.7	Student records; data privacy; Social Security <u>social security</u> numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Advertisement <u>Prohibition of advertisement</u> of non-nutritious foods
Ed. Code 49475	Health and safety; concussions and head injuries
<u>Ed. Code 49501.5</u>	<u>Free breakfast and lunch to all students</u>
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564	Meals for needy students
<u>Ed. Code 49564.3</u>	<u>Provision of federal universal meal service</u>
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
<u>Ed. Code 51225.3</u>	<u>High school graduation requirements</u>

Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation
Ed. Code 51225.7-51225.8	Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application
Ed. Code 51513 51413	Diploma of graduation, without passage of high school exit examination
Ed. Code 51745- 51749.6	Independent study
Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 56026	Special education
Ed. code 56040.3	Assistive Availability of assistive technology device
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
Ed. Code 60600-60649 60648.5	Assessment of academic achievement
Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils
Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 6250-6270	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
Lab. Code 3074.2	Notice of college and career fairs
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system

Federal

Description

20 USC 1681-1688	Discrimination Title IX of the Education Amendments of 1972; discrimination based on sex or blindness, Title IX
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.7879	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
Management Resources	Description
Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	Opinion No. 11-201 101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
California Department of Education Publication	Special Education and Charter Schools: Questions and Answers, September 10, 2002
California Department of Education Publication	Sample Copy of a Memorandum of Understanding
California Department of Education Publication	California School Accounting Manual
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2016
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. June 2021
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance , January 2014
Website	National Association of Charter School Authorizers
Website	California Bureau of Security and Investigative Services(https://www.bsis.ca.gov/)

<u>Website</u>	<u>California Charter Schools Association</u>
<u>Website</u>	<u>California Commission on Peace Officer Standards and Training (https://post.ca.gov/)</u>
Website	<u>California Commission on Teacher Credentialing (https://www.ctc.ca.gov/)</u>
<u>Website</u>	<u>California Department of Education, Charter Schools</u>
<u>Website</u>	<u>California Department of General Services, Office of Administrative Hearings (https://www.dgs.ca.gov/OAH)</u>
<u>Website</u>	<u>California Department of Pesticide Regulation (https://www.cdpr.ca.gov/)</u>
<u>Website</u>	<u>California Interscholastic Federation (https://www.cifstate.org/)</u>
<u>Website</u>	<u>California Office of the Attorney General (https://oag.ca.gov/)</u>
<u>Website</u>	<u>California Public Employees Retirement System (https://www.calpers.ca.gov/)</u>
<u>Website</u>	<u>California State Controller (https://www.sco.ca.gov/)</u>
<u>Website</u>	<u>California State Teachers Retirement System (https://www.calstrs.com/)</u>
Website	<u>California Student Aid Commission (https://www.csac.ca.gov/)</u>
Website	<u>CSBA</u>
<u>Website</u>	<u>National Domestic Violence Hotline (https://www.thehotline.org/)</u>
<u>Website</u>	<u>National Suicide Prevention Lifeline (https://suicidepreventionlifeline.org/)</u>
<u>Website</u>	<u>U.S. Department of Agriculture (https://www.usda.gov/)</u>
<u>Website</u>	<u>U.S. Department of Education</u>

Cross References

Code	Description
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.42	Charter School Renewal
0420.43	Charter School Revocation
<u>0460</u>	<u>Local Control And Accountability Plan (BP and AR)</u>
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

1312.3-E-PDF(1)	Uniform Complaint Procedures
1312.3-E-PDF(2)	Uniform Complaint Procedures
1431	Waivers
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	Charter School Facilities
7160	Charter School Facilities

Exhibit 1113-E(1): District And School Web Sites

Status: ADOPTED

Original Adopted Date: 10/01/2020 | **Last Revised Date:** 06/01/2022 | **Last Reviewed Date:** 10/06/01/2020202

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEB SITE

CSBA NOTE: The following exhibit lists material which the law explicitly requires be posted on district or school web sites. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related requirements. The exhibit does not include other postings that may recommended throughout CSBA's sample policy manual but are not required by law.

Materials to Prominently Display

The following must be posted in a prominent location on the district's web site, such as on the home page when required by law:

1. The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview (Education Code 52064.1, 52065). See AR 0460 - Local Control and Accountability Plan.
2. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
3. The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
4. The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
5. The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.

6. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
7. Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the responsibilities of the district under Title IX, web links to information about those rights and responsibilities on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) web site (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.
8. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
- 8.9. Posters published by the California Department of Fair Employment and Housing (DFEH) including, "California Law Prohibits Workplace Discrimination and Harassment," and for districts with five or more employees, "Transgender Rights in the Workplace," "Your Rights and Obligations as a Pregnant Employee," and "Family Care and Medical Leave and Pregnancy Disability Leave" (Government Code 12950). See AR 4030 - Nondiscrimination in Employment and AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.
- 9.10. If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 - Mello-Roos Districts.

Other Postings

The following materials are also required to be posted on the district web site. However, there are no specific requirements related to where they are posted on the web site.

1. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.
2. The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR

4030 - Nondiscrimination in Employment.

3. Training materials used to train the Title IX Coordinator, investigator(s), ~~decision-maker~~decisionmaker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
- ~~3.4.~~4. Contact information for the district's liaison(s) for homeless students and other persons as required by Education Code 48852.6, and information regarding the educational rights and resources available to persons experiencing homelessness (Education Code 48852.6). See AR 6173 - Education for Homeless Children.
- ~~4.5.~~5. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's web site or, if the school does not have a web site, on the district's web site. See AR 6145.2 - Athletic Competition.
- ~~5.6.~~6. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an ~~existing~~existing interdistrict transfer permit may be revoked or rescinded (Education Code 46600.2). See AR 5117 - Interdistrict Transfer.
- ~~6.7.~~7. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 - Interdistrict Transfer.
- ~~7.8.~~8. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement in Mathematics Courses.
- ~~8.9.~~9. The section(s) of the district's employee code of conduct addressing interactions with students (Education Code 44050). Post these section(s) or a link to them on each school's web site or, if a school does not have its own web site, on the district's web site in a manner that is accessible to the public without a password. See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.
- ~~9.10.~~10. The district's meal payment collection policy and procedures (CDE Nutrition Services Division Management Bulletin SNP-03-2017). U.S. Department of Agriculture (USDA) Memorandum SP 46-2016). See BP/AR 3551 - Food Services Operations/Cafeteria Fund.

~~10.~~11. If the district includes information about the free and reduced-priced meal program on its web site, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (~~U.S. Department of Agriculture's~~USDA FNS Instruction 113-1). For the required wording of the statement, see E 3555 - Nutrition Program Compliance.

~~11.~~12. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (Education Code 17611.5). Post on the school's web site or, if the school does not have a web site, then on the district's web site. See AR 3514.2 Integrated Pest Management.

13. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed (Public Resources Code 21082.1, 21092, 21092.2).

~~12.~~14. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.

~~13.~~15. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.

~~14.~~16. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's web site.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

Policy Reference UPDATE Service

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State

Bus. Code 22580-22582

Description

Privacy Rights for California Minors in the Digital World

Bus. Code 22584-22585	Student Online Personal Information Protection Act
Bus. Code 22586-22587	Early Learning Personal Information Protection Act
Ed. Code 35182.5	Contracts for advertising
Ed. Code 35258	Internet access to school accountability report cards
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49061	Student records; definitions Definitions, directory information
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts or logos
Gov. Code 11135	Discrimination Nondiscrimination; accessibility to state web sites
Gov. Code 12950	California Department of Fair Employment and Housing posters
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 6254.21	Publishing addresses and telephone numbers of officials
Gov. Code 6254.24	Definition of public safety official
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
Public Resources Code 21082.1	California Environmental Quality Act environmental review documents
Public Resources Code 21092	California Environmental Quality Act environmental review documents
Public Resources Code 21092.2	California Environmental Quality Act environmental review documents
Federal	Description
16 CFR 312.1-312.12	Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 705	Definitions; Vocational Rehabilitation Act
29 USC 794	Rehabilitation Act of 1973; Section 504

34 CFR 104.1-104.61	Nondiscrimination on the basis of disability
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 12101-12213	Equal opportunity for individuals with disabilities Americans with Disabilities Act
Management Resources	Description
CA Department of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Department of Fair Employment and Housing Publication	Family Care and Medical Leave and Pregnancy Disability Leave
CA Department of Fair Employment and Housing Publication	Transgender Rights in the Workplace
CA Department of Fair Employment and Housing Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Aaris v. Las Virgenes Unified School District; (1998) 64 Cal.App.4th 1112
Court Decision	City of San Jose v. Superior Court; (2017) 2 Cal.5th 608
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Justice Publication	Accessibility of State and Local Government Websites to People with Disabilities, June 2003
U.S. DOE Office For Civil Rights Publication	Dear Colleague Letter, May 26, 2011
U.S. DOE Office for Civil Rights Publication	Joint Dear Colleague Letter: Electronic Book Readers, June 29, 2010
Website	California Department of Education, Web Accessibility Standards
Website	California Department of Fair Employment and Housing
Website	California School Public Relations Association
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	Governor's Office of Planning and Research, The California Environmental Quality Act (https://opr.ca.gov/ceqa/)
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, December 2008

Cross References

Code	Description
0000	Vision
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E-(1)	Uniform Complaint Procedures
1312.3-E-(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan

3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E-(1)	Employee Use Of Technology
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E-(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials
4219.12 4161.8	Title IX Sexual Harassment Complaint Procedures Family Care and Medical Leave (AR)
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E-PDF(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4232	Publication or Creation of Materials
4319.12 4261.8	Title IX Sexual Harassment Complaint Procedures Family Care and Medical Leave (AR)
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E-PDF(1)	Professional Standards

4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication or Creation of Materials
<u>4361.8</u>	<u>Family Care and Medical Leave (AR)</u>
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E (1)	Release Of Directory Information
5131.2	Bullying
5131.2	Bullying
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6020	Parent Involvement
6020	Parent Involvement
6145.2	Athletic Competition
6145.2	Athletic Competition
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.4	Student Use Of Technology
6163.4-E-(1)	Student Use Of Technology
6173	Education For Homeless Children

6173	Education For Homeless Children
6173-E-(1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6190	Evaluation Of The Instructional Program
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
<u>9012</u>	<u>Board Member Electronic Communications (BB)</u>
9310	Board Policies
9320	Meetings And Notices
9322	Agenda/Meeting Materials

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 05/06/01/2020/2022 | **Last Reviewed Date:** 05/06/01/2020/2022

CSBA NOTE: Education Code 35186 mandates that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687.

It is recommended that districts use these procedures only for complaints specified in law and this administrative regulation. See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the uniform complaint procedures established pursuant to 5 CCR 4600-4670. For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

CSBA NOTE: 5 CCR 4600, as amended by Register 2020, No. 21, revises the definition of "beginning of the year or semester" as provided below

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after time period from the first day students attend classes for that semester. (5 CCR 4600) a year-long course or semester-long course though not later than 20 business days afterwards.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

1.3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

- a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

CSBA NOTE: The following optional paragraph is for use by districts that maintain any of grades 6-12, and may be revised to reflect the grade levels served by the district.

Pursuant to Education Code 35292.6 requires, as added by AB 367 (Ch. 664, Statutes of 2021), before the start of the 2022-23 school year, a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, is required to stock at least 50 percent of the

school's restrooms with feminine hygiene menstrual products for use in connection with the menstrual cycle; and to not free of charge students for such products. See AR 3517 - Facilities Inspection.

Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements.

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half stock and make available and accessible free of cost, an adequate supply of the restrooms in the school with feminine hygiene menstrual products and to not charge students for the use of such products. in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

CSBA NOTE: Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample form and classroom notice.

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

CSBA NOTE: Education Code 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, CDE the California Department of Education (CDE) staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the Governing Board and to appeal facilities complaints to CDE, as detailed in the following section and the section "Investigation and Response" below.

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall ~~report the~~ **send written** resolution of the complaint to the **mailing address of the** complainant **as indicated on the complaint** within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

CSBA NOTE: Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code 35186 requires that, when Education Code 48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in ~~item~~ **Item #3a** in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

CSBA NOTE: During the FPM process, CDE staff will expect to see the following statement.

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled ~~public~~ Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 4600-4670

5 CCR 4680-4687

Description

Uniform complaint procedures

Williams uniform complaint procedures

Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs; ² School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure <u>procedures</u>
Ed. Code 35292.5-35292.6	Restrooms; ² maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal

20 USC 6314

Description

Title I schoolwide program

Management Resources

Website

Description

State Allocation Board, Office of Public School Construction

Website

California Department of Education, Williams Case

Website

California County Superintendents Educational Services Association

Website

CSBA

Cross References

Code

0460

Description

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

1100

Communication With The Public

1250

Visitors/Outsiders

1250

Visitors/Outsiders

1312.2

Complaints Concerning Instructional Materials

1312.2

Complaints Concerning Instructional Materials

1312.2-E PDF(1)

Complaints Concerning Instructional Materials

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3-E PDF(1)

Uniform Complaint Procedures

1312.3-E PDF(2)

Uniform Complaint Procedures

1340

Access To District Records

1340

Access To District Records

3270

Sale And Disposal Of Books, Equipment And Supplies

3270

Sale And Disposal Of Books, Equipment And Supplies

3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Policy Reference UPDATE Service

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Exhibit 1312.4-E(2): Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 03/06/01/2019/2022 | **Last Reviewed Date:** 03/06/01/2019/2022

CSBA NOTE: Education Code 35186 creates the Williams uniform complaint procedures for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below.

**K-12 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ___ Yes ___ - No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
 - A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each

student.

- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

CSBA NOTE: The following optional item is for districts that choose to use the ~~William~~Williams uniform complaint procedures to address complaints alleging noncompliance with requirements to stock restrooms at certain schools with ~~feminine hygiene~~menstrual products pursuant to Education Code 35292.6; see the accompanying administrative regulation.

- For a school ~~that serves students in~~servicing any of grades 6-12 with ~~40 percent of more of its students from low-income families, as defined,~~ the school has not stocked at least half of its restrooms with feminine products, at all times, stocked and made those products available to students at no ~~and accessible free of~~ cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.
- The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

CSBA NOTE: Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specify the location for filing the complaint. Districts should specify the name and/or location in the spaces below.

Please file this complaint at the following location:

(principal or designee)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

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Policy Reference Disclaimer:

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State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 17592.72	Urgent or emergency repairs; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal
20 USC 6314

Management Resources

Website

Website

Website

Website

Description

Title I schoolwide program

Description

State Allocation Board, Office of Public School Construction

California Department of Education, Williams Case

California County Superintendents Educational Services Association

CSBA

Cross References

Code

0460

0460

1100

1250

1250

1312.2

1312.2

1312.2-E PDF(1)

1312.3

1312.3

1312.3-E PDF(1)

1312.3-E PDF(2)

1340

1340

3270

3270

3514

3514

3514.2

3517

3550

3550

4112.2

4112.2

4112.22

4113

Description

Local Control And Accountability Plan

Local Control And Accountability Plan

Communication With The Public

Visitors/Outsiders

Visitors/Outsiders

Complaints Concerning Instructional Materials

Complaints Concerning Instructional Materials

Complaints Concerning Instructional Materials

Uniform Complaint Procedures

Uniform Complaint Procedures

Uniform Complaint Procedures

Uniform Complaint Procedures

Access To District Records

Access To District Records

Sale And Disposal Of Books, Equipment And Supplies

Sale And Disposal Of Books, Equipment And Supplies

Environmental Safety

Environmental Safety

Integrated Pest Management

Facilities Inspection

Food Service/Child Nutrition Program

Food Service/Child Nutrition Program

Certification

Certification

Staff Teaching English Learners

Assignment

4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	Board Member Electronic Communications <u>Board Member Electronic Communications</u>
9200	Limits Of Board Member Authority <u>Limits Of Board Member Authority</u>
9322	Agenda/Meeting Materials <u>Agenda/Meeting Materials</u>

Policy 3110: Transfer Of Funds

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** 03/06/01/2021 2022 | **Last Reviewed Date:** 03/06/01/2021 2022

CSBA NOTE: Education Code 41010 and 42600 require districts to expend funds in accordance with the classification of expenditures included in their adopted budget and in the "California School Accounting Manual." However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. 1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
2. 2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603) _____

~~CSBA NOTE: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.~~ CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

- ~~3. For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)~~

CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Governing Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

4. 3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

5. 4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)

6. 5. Transfer monies between other funds or accounts when authorized by law.

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Policy Reference Disclaimer:

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State	Description
Ed. Code 16095	Transfer of district funds to district state school building fund
Ed. Code 41010	California School Accounting Manual
Ed. Code 41301	Section A state school fund allocation schedule
Ed. Code 42125	Designated and unappropriated fund balances
Ed. Code 42238-42251	Apportionments to districts
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42600	District budget limitation on expenditure
Ed. Code 42601	Transfers between funds to permit payment of obligations at close of year
Ed. Code 42603	Temporary transfer Transfer of monies held in any fund or account to another fund; repayment
Ed. Code 42603.1	Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22
Ed. Code 42840-42843	Special reserve fund
Ed. Code 5200	Districts governed by boards of education

Ed. Code 52616.4	Expenditures from adult education fund
Ed. Code 78	Definition, governing board
Management Resources	Description
California CA Department of Education	California School Accounting Manual, 2019
Publication	
Website	California Department of Education
Website	CSBA
Website	Fiscal Crisis and Management Assistance Team

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
3000	Concepts And Roles
3100	Budget
3100	Budget
3300	Expenditures And Purchases
3350	Travel Expenses
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3470	Debt Issuance And Management
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9323.2-E PDF(2)	Actions By The Board

Regulation 3517: Facilities Inspection

Status: ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** ~~12/06/01/2017~~-2022 | **Last Reviewed Date:** 12/06/01/2017-2022

CSBA NOTE: As part of the Williams litigation settlement, Education Code 17070.75 requires that each school district participating in the state's School Facility Program have a facility inspection system in place for all schools to ensure that school facilities are kept in good repair. Education Code 17002 defines "good repair" to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional as determined pursuant to the Facility Inspection Tool (FIT) developed by the Office of Public School Construction (OPSC) or a local evaluation instrument that uses the same criteria.

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, ~~he/she~~ the Superintendent or designee shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.

10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.
12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

CSBA NOTE: Although not reflected on the FIT, The following paragraph should be revised to reflect the grade levels served by the district. Pursuant to Education Code 35292.6, as added by AB 10367 (Ch. 687664, Statutes of 2017), requires 2021), before the start of the 2022-23 school year, a school that serves any of grades 6-12 and meets a 40-percent student poverty threshold, as defined in 20 USC 6314, is required to stock 50-percent of the school's restrooms with feminine hygiene-free menstrual products for use in connection with the menstrual cycle, and to not charge students post a notice as described below. See the accompanying exhibit for such products. The following paragraph may be revised to reflect the grade levels served by the district. a sample notice.

- ~~14.~~ 14. In addition, in any school serving any of grades 6-12 in which 40-percent or more of the students in the school or school attendance area are from low-income families shall, at least 50-percent all times, stock and make available and accessible free of cost, an adequate supply of the school's restrooms are stocked with feminine hygiene menstrual products; in every women's and all-gender restroom, and in at least one men's restroom. The district shall post in a prominent and conspicuous location a notice regarding this requirement that includes an email address and telephone number for which students are not charged. a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6; 20 USC 6314)
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- ~~15.~~ 14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
- ~~16.~~ 15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building
- ~~17.~~ 16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
- ~~18.~~ 17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
- ~~19.~~ 18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

CSBA NOTE: Although the FIT does not specifically require districts to test for the presence of lead in drinking water, soil, and/or painted surfaces, such testing is recommended by the U.S. Environmental Protection Agency due to the health risks posed by lead exposure, especially for young children. Schools and child care facilities that maintain their own public water systems must test for lead pursuant to the Safe Drinking Water Act (42 USC 300f-300j-27). ~~In addition, Health and Safety Code 116277, as amended by AB 746 (Ch. 746, Statutes of 2017), requires a community water system that serves a school with a building constructed before January 1, 2010 to test for lead in the drinking water system before January 1, 2019. If the school's lead level exceeds specified levels, the district must notify the parents/guardians of students at that school and take immediate steps to shut down all fountains and faucets where excess lead levels may exist. See AR 3514 - Environmental Safety for further information about lead testing and abatement in schools.~~

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

CSBA NOTE: Education Code 35186 provides that the Williams uniform complaint procedures should be used for any complaint alleging a school facility condition that poses an emergency or urgent threat, as defined in Education Code 17592.72, or any complaint that a school restroom is not clean, maintained, or kept open, as defined in Education Code 35292.5. See ~~E-/AR 1312.4 - Williams Uniform Complaint Procedures.~~

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, stocked, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

CSBA NOTE: Education Code 1240 requires the County Superintendent of Schools to visit low-performing schools to determine (1) the status of any facility condition that may create an emergency or urgent threat to the health or safety of students or staff and (2) the accuracy of data reported on the school accountability report card with respect to the safety, cleanliness, and adequacy of school facilities. Education Code 1240 requires that the County Superintendent provide a quarterly report to the Governing Board on the results of any county office of education (COE) visit. Education Code 1240 provides that, if the County Superintendent determines that a facility condition poses an emergency or urgent threat, ~~he/she~~ the County Superintendent may return to the school to verify repairs and/or prepare a report that identifies areas of noncompliance if the district has not provided evidence that the repairs will be made within 30 days or, for major repairs, in a timely manner. The County Superintendent may then present the report to the Board at a public meeting and post the report on the ~~county office's~~ COE's web site.

The Superintendent or designee shall provide the Governing Board with regular reports regarding the district's facility ~~inspection program~~ inspections and updates of any visits to district schools by the County Superintendent of Schools to review school facilities.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 1859.300-1859.330	Emergency Repair Program
Ed. Code 1240	County superintendent of schools; i duties
Ed. Code 17002	State School Building Lease-Purchase Law, including ; definition of good repair
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17565-17591	Property maintenance and control
Ed. Code 17592.72	Urgent or emergency repairs; i School Facility Emergency Repair Account
Ed. Code 33126	School accountability report card
Ed. Code 35186	Complaints regarding teacher vacancy or misassignment
Ed. Code 35292.5-35292.6	Restrooms, maintenance and cleanliness
H&S Code 116277	Lead testing of potable water at schools and requirements to remedy
Federal	Description
20 USC 6314	Schoolwide programs
42 USC 300f-300j-27	Safe Drinking Water Act
Management Resources	Description
State Allocation Board, Office Of Public School Co <u>Construction</u>	Facility Inspection Tool: School Facility Conditions Evaluation
Website	California County Superintendents Educational Services Association
Website	California Department of Education, Williams Case
Website	State Allocation Board, Office of Public School Construction
Website	Coalition for Adequate School Housing
Website	CSBA

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1312.4	Williams Uniform Complaint Procedures
1312.4-E <u>PDF</u> (1)	Williams Uniform Complaint Procedures
1312.4-E <u>PDF</u> (2)	Williams Uniform Complaint Procedures
1330.1	Joint Use Agreements

3000	Concepts And Roles
3311	Bids
3311	Bids
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
6117	Year-Round Schedules
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
9000	Role Of The Board

Exhibit 3517-E(1): Facilities Inspection

Status: ADOPTED

Original Adopted Date: 06/01/2022 | Last Reviewed Date: 06/01/2022

CSBA NOTE: Education Code 35292.6 requires that the following notice be posted in a prominent and conspicuous location in each restroom where menstrual products are stocked.

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

- a. On or before the start of the 2022–23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.
- b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.
- c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.
- d. For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.
- e. This section shall become operative on July 1, 2022.

The name and contact information for the individual responsible for maintaining the requisite supply of menstrual products is:

Lead School Nurse
(707) 374-6336
apatin@rdusd.org

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State[2 CCR 1859.300-1859.330](#)[Ed. Code 1240](#)[Ed. Code 17002](#)[Ed. Code 17070.10-17077.10](#)[Ed. Code 17565-17591](#)[Ed. Code 17592.72](#)[Ed. Code 33126](#)[Ed. Code 35186](#)[Ed. Code 35292.5-35292.6](#)[H&S Code 116277](#)**Federal**[20 USC 6314](#)[42 USC 300f-300j-27](#)**Management Resources**[State Allocation Board, Office Of Public School Co](#)[Website](#)[Website](#)[Website](#)[Website](#)[Website](#)**Description**[Emergency Repair Program](#)[County superintendent of schools, duties](#)[State School Building Lease-Purchase Law, including definition of good repair](#)[Leroy F. Greene School Facilities Act of 1998](#)[Property maintenance and control](#)[Urgent or emergency repairs, School Facility Emergency Repair Account](#)[School accountability report card](#)[Complaints regarding teacher vacancy or misassignment](#)[Restrooms, maintenance and cleanliness](#)[Lead testing of potable water at schools and requirements to remedy](#)**Description**[Schoolwide programs](#)[Safe Drinking Water Act](#)**Description**[Facility Inspection Tool: School Facility Conditions Evaluation](#)[California County Superintendents Educational Services Association](#)[California Department of Education, Williams Case](#)[State Allocation Board, Office of Public School Construction](#)[Coalition for Adequate School Housing](#)[CSBA](#)**Cross References****Code**[1312.4-E\(1\)](#)[1312.4-E\(2\)](#)**Description**[Williams Uniform Complaint Procedures](#)[Williams Uniform Complaint Procedures](#)

Policy 3523: Electronic Signatures

Status: ADOPTED

Original Adopted Date: 06/01/2022 |

CSBA NOTE: The following optional board policy may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described in the accompanying administrative regulation. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

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State	Description
<u>2 CCR 22000-22005</u>	<u>Public entity use of electronic signatures</u>
<u>5 CCR 16020-16022</u>	<u>Records, general provisions</u>
<u>5 CCR 16023-16027</u>	<u>District records, retention and destruction</u>
<u>5 CCR 430</u>	<u>Individual student records; definition</u>
<u>5 CCR 432</u>	<u>Student records</u>
<u>Civil Code 1633.1-1633.17</u>	<u>Uniform Electronic Transactions Act</u>
<u>Civil Code 1798.29</u>	<u>District records; breach of security</u>
<u>Education Code 35252-35255</u>	<u>Records and reports</u>
<u>Education Code 44031</u>	<u>Personnel file contents and inspection</u>
<u>Education Code 49060-49079.7</u>	<u>Student records</u>
<u>Education Code 8234</u>	<u>Electronic signatures; child care and development programs</u>

[Government Code 16.5](#)

[Government Code 6252-6265](#)

[Government Code 811.2](#)

Federal

[15 USC 7001-7006](#)

[20 USC 1232g](#)

[20 USC 1400-1482](#)

[34 CFR 99.1-99.8](#)

[34 CFR 300-300.818](#)

Management Resources

[California Department of Education Publications](#)

[Electronic signatures](#)

[Inspection of public records](#)

[Definition of public entity](#)

Description

[Electronic Records and Signatures in Commerce Act](#)

[Family Educational Rights and Privacy Act of 1974](#)

[Individuals with Disabilities Education Act](#)

[Family Educational Rights and Privacy Act](#)

[Assistance to states for the education of students with disabilities](#)

Description

[Management Bulletin 17-13, October 2017](#)

Cross References

Code

[3510](#)

[3580](#)

[3580](#)

[5148](#)

[5148](#)

[5148.3](#)

[5148.3](#)

[6159.1](#)

[6159.1](#)

Description

[Green School Operations \(BP\)](#)

[District Records \(BP\)](#)

[District Records \(AR\)](#)

[Child Care and Development \(BP\)](#)

[Child Care and Development \(AR\)](#)

[Preschool/Early Childhood Education \(BP\)](#)

[Preschool/Early Childhood Education \(AR\)](#)

[Procedural Safeguards and Complaints for Special Education \(BP\)](#)

[Procedural Safeguards and Complaints for Special Education \(AR\)](#)

Regulation 3523: Electronic Signatures

Status: ADOPTED

Original Adopted Date: 06/01/2022 |

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using an acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described below. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.

In addition to the general authorization for use of electronic signatures as described above, an electronic signature may be used in specific instances. For example, an electronic signature may be used to fulfill the requirement for parental consent under the Individuals with Disabilities Education Act (20 USC 1400-1482). See comments to 71 Fed. Reg. 156 which provides that electronic signatures are permitted as long as the necessary steps are taken to ensure that there are appropriate safeguards to protect the integrity of the process. Also see the criteria for electronic signatures listed in Items #1-5 below and AR 6159.1 - Procedural Safeguards and Complaints for Special Education. Electronic signatures may also be used when families apply for child care and development services. See the California Department of Education's Management Bulletin 17-13.

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

CSBA NOTE: Pursuant to Civil Code 1633.2 and Government Code 16.5, a digital signature is a type of electronic signature. Aside from the definitions below, "electronic signature" will be used throughout this regulation to indicate all types of electronic signatures, including digital signatures.

A digital signature is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An electronic signature consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

1. Unique to the person using it
2. Capable of verification
3. Under the sole control of the person using it
4. Linked to data in such a manner that if the data are changed the electronic signature is invalidated
5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

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<u>State</u>	<u>Description</u>
<u>2 CCR 22000-22005</u>	<u>Public entity use of electronic signatures</u>
<u>5 CCR 16020-16022</u>	<u>Records, general provisions</u>
<u>5 CCR 16023-16027</u>	<u>District records, retention and destruction</u>
<u>5 CCR 430</u>	<u>Individual student records; definition</u>
<u>5 CCR 432</u>	<u>Student records</u>
<u>Civil Code 1633.1-1633.17</u>	<u>Uniform Electronic Transactions Act</u>
<u>Civil Code 1798.29</u>	<u>District records; breach of security</u>
<u>Education Code 35252-35255</u>	<u>Records and reports</u>
<u>Education Code 44031</u>	<u>Personnel file contents and inspection</u>
<u>Education Code 49060-49079.7</u>	<u>Student records</u>
<u>Education Code 8234</u>	<u>Electronic signatures; child care and development programs</u>
<u>Government Code 16.5</u>	<u>Electronic signatures</u>
<u>Government Code 6252-6265</u>	<u>Inspection of public records</u>
<u>Government Code 811.2</u>	<u>Definition of public entity</u>
<u>Federal</u>	<u>Description</u>
<u>15 USC 7001-7006</u>	<u>Electronic Records and Signatures in Commerce Act</u>
<u>20 USC 1232g</u>	<u>Family Educational Rights and Privacy Act of 1974</u>
<u>20 USC 1400-1482</u>	<u>Individuals with Disabilities Education Act</u>

[34 CFR 99.1-99.8](#)

[Family Educational Rights and Privacy Act](#)

[34 CFR 300-300.818](#)

[Assistance to states for the education of students with disabilities](#)

Management Resources

[California Department of Education Publication](#)

Description

[Management Bulletin 17-13, October 2017](#)

Cross References

Code

[3510](#)

Description

[Green School Operations \(BP\)](#)

[3580](#)

[District Records \(BP\)](#)

[3580](#)

[District Records \(AR\)](#)

[5148](#)

[Child Care and Development \(BP\)](#)

[5148](#)

[Child Care and Development \(AR\)](#)

[5148.3](#)

[Preschool/Early Childhood Education \(BP\)](#)

[5148.3`](#)

[Preschool/Early Childhood Education \(AR\)](#)

[6159.1](#)

[Procedural Safeguards and Complaints for Special Education \(BP\)](#)

[6159.1](#)

[Procedural Safeguards and Complaints for Special Education \(AR\)](#)

Policy 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 11/01/2007 | **Last Revised Date:** ~~12/06/01/2014~~2022 | **Last Reviewed Date:** 12/01/201406/1/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice. Beginning in the 2022-23 school year, Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), requires districts, during each school day, to provide a breakfast and the lunch free of charge to any student who requests a meal programs offered by, regardless of the district. Districts may student's eligibility for a federally funded free or reduced-price meal. However, in order to receive reimbursements to offset for the costs of meals through, a district must be approved for participation in the National School Lunch Program (42 USC 1751-1769j);, or the School Breakfast Program (42 USC 1773), Special Milk Program (42 USC 1772), or other federally reimbursable meal program as described in the Child Nutrition Act (42 USC 1771-1791). In addition, state funding for meals provided to needy children may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for all available state and federal funds.

). See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and ~~to maximize their participation in available~~ maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

CSBA NOTE: ~~42 USC 1758b, as added by the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296), mandates each district participating in the National School Lunch Program (42 USC 1751-1769j) or any program in the Child Nutrition Act (42 USC 1771-1791), including the School Breakfast Program, to adopt a districtwide school wellness policy which includes nutrition guidelines for all foods available on school campuses; see BP 5030 - Student Wellness for language fulfilling this mandate. In addition, Education Code 49501.5, as added by AB 130, requires that meals provided under the California Universal Meals Program qualify for federal reimbursement.~~ Also see the accompanying administrative regulation for state and federal legal requirements pertaining to nutrition standards.

2. Meet or exceed nutrition standards specified in law ~~and administrative regulation~~
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions

CSBA NOTE: ~~Students who meet federal eligibility criteria must be provided meals free of charge or at reduced prices in accordance with 42 USC 1758 and 1773 and Education Code 49550; see BP/AR 3553 - Free and Reduced Price Meals. Pursuant to Education Code 38084, the district~~

may determine the price for other students consistent with the goal of paying the cost of maintaining the cafeterias; see BP 3551 – Food Service Operations/Cafeteria Fund. State and federal reimbursements for all child nutrition programs are administered by the CDE and are based on the number and type of meals served. CSBA NOTE: Education Code 49501.5, as added by AB 130, requires that nutritionally adequate meals be provided to any student who requests a meal regardless of the student's eligibility for a free or reduced-price meal. However, the district still must determine student eligibility for free or reduced-price meals under the National School Lunch or School Breakfast Program, in order to be reimbursed for such meals as the funds provided under the California Universal Meal Program are meant to supplement, not supplant, federal funds.

~~5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices~~

5. Be provided at no cost to students who request a meal

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. In its, "Food and Nutrition Services Instruction 113-1," the U.S. Department of Agriculture (USDA) states that a district must put in place a public notification system or grassroots effort to inform applicants, participants, and potentially eligible individuals of program availability, rights and responsibilities, and nondiscrimination policy related to federally funded nutrition programs.

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Grant funding may be available through the Fresh Fruit and Vegetable Program (42 USC 1769a) to provide elementary students with a variety of free fresh fruits and vegetables throughout the school day as a supplement to school breakfast and lunch programs. Eligible schools are those that operate the National School Lunch Program and have 50 percent or more of students eligible for free and reduced-price meals.

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

~~CSBA NOTE: No state or federal law directly governs the use of food produced by school gardens or local farms. However, both~~ CSBA NOTE: The following paragraph is optional. Both state and federal law support the concept of using locally grown and/or organic produce in school cafeterias ~~(Education Code 51795-51797; 42 USC 1769).~~ Consistent with the state meal mandate, the Instructional School Gardens Program, established pursuant to Education Code 51795-51797, encourages the creation of school gardens as a means of providing children an opportunity to learn to make healthier food choices. In addition, 42 USC 1769 permits a high poverty school (schools with 50 percent or more students eligible for free and/or reduced-price meals) that runs a community garden to use produce from the garden to supplement food provided at the school. Thus, such use is allowable provided the foods comply with health and sanitation requirements as well as applicable nutrition standards.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

CSBA NOTE: The following paragraph is optional. Education Code 49534, as amended by AB 486 (Ch. 666, Statutes of 2021), authorizes nutrition education programs to coordinate classroom instruction with the food service program and be of sufficient variety and flexibility to meet the needs of students in the district.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

~~The Board desires to provide students with~~ Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to encourage promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for ~~cafeteria eating and~~ food preparation: and consumption.

CSBA NOTE: The district's food service program is subject to the food safety standards in the California Retail Food Code (Health and Safety Code 113700-114437). In addition, 42 USC 1758 and 7 CFR 210.13 and 220.7 require all schools participating in the National School Lunch and/or Breakfast Program to implement a food safety program for the storage, preparation, and service of school meals. See the accompanying administrative regulation for requirements of the food safety program.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation ~~process, from~~ receiving to and service process.

CSBA NOTE: The following optional paragraph may be revised to reflect program evaluation indicators and reporting schedules determined by the district. Districts that participate in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program are subject to a state Administrative Review of district compliance with requirements for federal meal programs, including, but not limited to, a review of nutritional quality, meal patterns, provision of drinking water, school meal environment, and food safety. Each district is reviewed at least once every three years. Also see BP 3551 - Food Service Operations/Cafeteria Fund. However, Education Code 49431, 49431.2 and 49431.5 express legislative intent that the Governing Board annually review the district's compliance with nutrition standards for foods sold outside the National School Lunch or Breakfast Program.

Pursuant to ~~the U.S. Department of Agriculture's~~ USDA's, "Food and Nutrition Services Instruction 113-1," any district participating in federal meal programs must collect racial and ethnic data on potentially eligible populations, applicants, and program participants; see BP 3555 - Nutrition Program Compliance.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food ~~services~~ service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
<u>Ed. Code 49501.5</u>	<u>California Universal Meals Program</u>
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Federal	Description
42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program

7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
CA Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
California Department of Education Publication	Healthy Children Ready to Learn, January 2005
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-17-2016, October 2016 13-2020 , Updated January 2022
California Department of Education Publication	School Meals Initiative Summary
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition Services Service
Website	California Farm Bureau Federation
Website	Nourish California Food Policy Advocates
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	National Alliance for Nutrition and Activity
Website	California School Nutrition Association

Website	California Department of Education, Nutrition Services Division
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-PDF(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development

4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E-(1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6176	Weekend/Saturday Classes
7110	Facilities Master Plan

Regulation 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 03/01/2011 | **Last Revised Date:** 03/06/01/2016/2022 | **Last Reviewed Date:** 03/06/01/2016/2022

CSBA NOTE: The following optional administrative regulation applies to food sales through the district's food service program, including, [California's Universal Meals Program \(Education Code 49501.5\)](#), the National School Lunch Program (42 USC 1751-1769j), [the](#) School Breakfast Program (42 USC 1773), and [the](#) Special Milk Program (42 USC 1772). The district should select all sections below that apply to programs offered by the district.

See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

Nutrition Standards for School Meals

CSBA NOTE: ~~Item #1 below~~ [The following section](#) is for use by all districts. Education Code ~~49550~~[49501.5, as added by AB 130 \(Ch. 44, Statutes of 2021\)](#), requires all schools to provide at least one nutritionally, [free of charge, two nutritiously](#) adequate meal each ~~meal~~ [meals per](#) school day to ~~students~~ [any student](#) who meet federal ~~requests a meal, regardless of a student's~~ eligibility criteria ~~for to~~ [participate in any federally-funded](#) free and/or reduced-price meals, regardless of whether the school receives reimbursements through the National School Lunch Program (42 USC 1751-1769j), School Breakfast Program (42 USC 1773), and/or State Meal Program (Education Code 49490-49494) or receives no funding support for school meals; see BP/AR 3553 - Free and Reduced Price Meals. ~~meal.~~ Education Code 49553 defines a "nutritionally adequate meal" as one that qualifies for reimbursement under federal child nutrition program regulations. Schools participating in the National School Lunch and/or Breakfast Program must extend meal service to all students enrolled in the school.

Meals, food items, and beverages provided through the district's food services program shall: (Education Code ~~49531~~[49501.5](#), 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable

CSBA NOTE: Item #2 below reflects an additional requirement for (1) districts participating in the National School Lunch and/or Breakfast Program which choose to apply for state reimbursements for free and reduced-price meals in addition to their base reimbursement and (2) districts participating in the State Meal Program. Pursuant to Education Code 49430.7, such districts may not provide foods that are deep fried, par fried, or flash fried. Other districts may delete or use this item at their discretion.

In addition, Education Code 49430.7 requires that foods provided by such districts not contain artificial trans fat. 7 CFR 210.10 and 220.8, as amended by 77 Fed. Reg. 17, added the same requirement to the nutrition standards for the National School Lunch and Breakfast Programs applicable to all districts; thus, the prohibition against trans fat is covered by item #1 above. [Although the new California Universal Meals Program \(Education Code 49501.5\) is not expressly subject to this requirement, it is recommended that all districts comply with it as a best practice,](#)

since only meals that qualify for federal reimbursement are reimbursable by the state under the program.

2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

CSBA NOTE: The following section is for use by all districts. Pursuant to 42 USC 1758, schools participating in the National School Lunch Program are required to make free drinking water available for consumption at locations where meals are served during meal service. In addition, Education Code 38086 requires all California schools to make free drinking water available during school meal times. Pursuant to Education Code 38086, a district may be exempted from this requirement only if the Governing Board adopts a resolution, publicly noticed on at least two consecutive meeting agendas, demonstrating that the district is unable to comply due to fiscal constraints or health or safety concerns. Any district whose Board has adopted such a resolution should delete this section.

Pursuant to Education Code 38086, schools may satisfy this requirement by, among other means, providing cups and containers of water or soliciting or receiving donated water. Recommendations on the California Department of Education's web site include providing chilled water, ensuring that all water fountains are clean and operational, and encouraging water consumption through marketing and advertising.

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

CSBA NOTE: The following section is optional. The Special Milk Program (42 USC 1772; 7 CFR 215.1-215.18) is a federally funded program which assists in providing milk at reasonable prices to students in schools that do not participate in the National School Lunch or Breakfast Program. Pursuant to 7 CFR 215.1 and 215.7, districts may choose to provide milk at no charge to students who qualify for free and reduced-price meals; see BP 3553 - Free and Reduced Price Meals.

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.17)

Food Safety

CSBA NOTE: Pursuant to Health and Safety Code 113789, school cafeterias are among food facilities subject to the California Retail Food Code.

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

CSBA NOTE: The remainder of this section is for use by any district participating in the National School Lunch and/or Breakfast Program and may be used or revised by other districts at their discretion. 42 USC 1758 requires such participating districts to implement a food safety program applicable to any facility or part of a facility in which food is stored, prepared, or served. Pursuant to 42 USC 1758 and 7 CFR 210.13 and 220.7, the food safety program must comply with Hazard Analysis and Critical Control Point (HACCP) principles, which include establishing measures needed to prevent hazards at each stage of food production. Pursuant to 7 CFR 210.13, districts may implement either the "traditional" HACCP system or the simplified "process approach." Under the process approach, foods are grouped together according to preparation process and the same control measure is applied to all menu items within the

group, rather than developing an HACCP plan for each item. These principles are described in the USDA's ["Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles."](#)

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

CSBA NOTE: Pursuant to 7 CFR 210.30, directors, managers, and staff in the food service program must complete annual training on specified topics, including, but not limited to, training on health and safety standards. ~~In addition, new food service directors are required to complete at least eight hours of food safety training not more than five years prior to their starting date or within 30 days of the director's starting date.~~ CDE Management Bulletin SNP-17-2016 encourages districts to provide food safety training to all employees who handle food, including acting, temporary, or substitute workers and volunteers. Pursuant to Health and Safety Code 113947.1 [Based on CDE Management Bulletin SNP-13-2020, districts must ensure that such directors, managers, and staff complete an annual continuing education or training on topics that are job-related, including, but not limited to, food safety standards.](#) ~~In addition,~~ at least one employee at each food facility or site must have successfully passed an approved and accredited food safety certification examination in accordance with Health and Safety Code 113947.2-113947.3.

The Superintendent or designee shall ~~provide ongoing staff development on food safety to~~ [ensure that food service directors, managers, and employees staff complete an annual continuing education or training as required by law.](#) Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. ~~The~~ [For each employee, the](#) Superintendent or designee shall document the date, trainer, and subject of each training.

CSBA NOTE: The following paragraph is optional. The USDA's ["Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles."](#) states that districts should maintain the following types of records in order to periodically review the food safety program and, in the event of a foodborne illness, to document that reasonable care was exercised in the operation of the school's food service program.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

CSBA NOTE: Health and Safety Code 113725-113725.3 require all food facilities in California to be inspected by the county environmental health agency in accordance with the timelines and procedures established in county regulations. The inspections cover all food service areas, including cafeterias, vending machines, and mobile food carts. Health and Safety Code 113725 specifies findings that would be considered violations, including (1) improper holding temperatures, improper cooling, or inadequate cooking of potentially hazardous foods (i.e., foods that require temperature control); (2) poor personal hygiene of food service employees; (3) contaminated equipment; and (4) food from unapproved sources.

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Notwithstanding the requirements of county regulations, districts participating in these programs must obtain at least two safety inspections each school year.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Policy Reference UPDATE Service

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Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal

Description

42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
CA Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
California Department of Education Publication	Healthy Children Ready to Learn, January 2005
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-17-2016, October 2016 13-2020 , Updated January 2022
California Department of Education Publication	School Meals Initiative Summary
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010

U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition Services Service
Website	California Farm Bureau Federation
Website	Nourish California Food Policy Advocates
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	National Alliance for Nutrition and Activity
Website	California School Nutrition Association
Website	California Department of Education, Nutrition Services Division
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund

3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E PDF(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.27	Food Allergies/Special Dietary Needs
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Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** ~~03/06/01/2020~~2022 | **Last Reviewed Date:**
~~07/06/01/2019~~2022

CSBA NOTE: The following conditionally mandated policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture Agriculture's (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 meal charges, ~~including delinquent meal charges~~; see the section "Meal Sales" below and the accompanying administrative regulation. However, with the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. Consequently, certain program requirements may no longer be applicable.

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 purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. 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.

CSBA 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, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin ~~10-2019~~SNP-13-2020 for updated information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

CSBA 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, at least once each year, on food service 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 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 to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. Such training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. ~~CDE provides~~See CDE's web site for online training that meets these requirements; ~~see 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 CDE. (42 USC 1776)

Meal Sales

CSBA NOTE: ~~The following section may be revised~~ Commencing with the 2022-23 school year, each district is required, pursuant to Education Code 49501.5, as added by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides AB 130, to provide a nutritionally adequate breakfast and/or lunch free of charge to all, to any student who requests a meal, regardless of the student's eligibility for participation in the federal free or reduced-price meal program. Consequently, only nonprogram foods may be sold to students at the school. For further information, see BP 3553 - Free and Reduced Price Meals.

~~Meals may be sold to students,~~ Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

CSBA NOTE: Pursuant to Education Code 38082, the Governing Board ~~may~~ is authorized to adopt a resolution to ~~authorize~~ permit the serving of meals to additional persons individuals and organizations other than those ~~listed above.~~ specified in the preceding paragraph. CDE's Nutrition Services Division Management Bulletin ~~00-111~~ SNP-04-2021 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~~ may not be used 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 authorized by the Superintendent or designee to be 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.

CSBA 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 SNP 11-2019.~~

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.~~

CSBA 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.

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.

~~CSBA NOTE: Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students whose parents/guardians have unpaid meal fees are not shamed or treated differently than other students. As amended by SB 265 (Ch. 785, Statutes of 2019), Education Code 49557.5 provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that a school could provide an alternative meal to a student with unpaid meal fees. For further information about unpaid meal charges, see CDE's Nutrition Services Division Management Bulletin SNP-03-2017.~~

~~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 denied a meal of the student's choice. (Education Code 49557, 49557.5)~~

Cafeteria Fund

Cafeteria Fund and Account

CSBA 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.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA's 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 for reasonable and necessary indirect program costs as allowed by law.

CSBA 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)

Contracts with Outside Services

CSBA NOTE: The following ~~section is optional paragraph~~ may be revised. Pursuant to reflect Education Code 45103.5, the district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance is authorized to contract for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school consulting services related to food service account. Also see management. Education Code 45103.5, 42 USC 1758, and 7 CFR 210.16 authorize a district, under specified conditions, and with approval of CDE, to contract with a food service management company to manage food service operations in any district school. See the accompanying administrative regulation for related requirements.

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

CSBA 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 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)

Procurement of Foods, Equipment and Supplies

CSBA 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. ~~USDA~~ USDA's 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 the Memorandum, 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~~ USDA's 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, 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 reasonably available quantities of a satisfactory quality, or when competitive bids reveal 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.

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)

CSBA NOTE: Pursuant to Public Contract Code 20111, 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.

CSBA 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 except that, for school years from 2017-2019 through 2021-22, the three-year review cycle was extended to a five-year cycle pursuant to a waiver submitted by CDE's Nutrition Services Division to USDA.~~ **The CDE performs an Administrative Review of participating districts every three years.** See 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 unpaid meal charges, unpaid meal debt, the prohibition against shaming of students whose families cannot pay for a meal or who have unpaid meal debt, and processes for notifying parents/guardians of these policies at the beginning of the school year and when a student enrolls during the school year.~~

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias, funds and accounts
Ed. Code 38100-38103	Cafeterias, allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49493	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Federal	Description
2 CFR 200	Appendix VII -Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs, definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and -free milk

7 CFR 250.1-250.70

Management Resources

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

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USDA foods

Description

~~Paid~~ [Pricing of Adult Meals in the National School Lunch Equity Requirement and Calculation Tool Updated Guidance for School Year 2019-20](#) [School Breakfast Programs](#), NSD Management Bulletin, SNP-11-2019, May 2019 [04-2021](#), [August 2021](#)

~~Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements~~, NSD Management Bulletin, SNP-05-2018

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

~~Unpaid Meal Charges April 2017~~

~~Paid Lunch Equity Requirement~~, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

Food Distribution Program Administrative Manual

~~Adult and Sibling Meals in the National School Lunch and School Breakfast Programs~~, NSD Management Bulletin 00-111, July 2000

~~Cafeteria Funds--Allowable Uses~~, NSD Management Bulletin, NSD-SNP-07-2013, May 2013 [05-2020](#), [February 2020](#)

~~Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs~~, May 2015

California School Accounting Manual

School Meals - FAQs

~~Unpaid Meal Charges: Guidance and Q&A~~, SP 23-2017, March 2017

~~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 [38-2017](#), [June 2017](#)

~~Discretionary Elimination of Reduced Price Charges in the School Meal Programs~~, SP 17-2014, January 2014

~~Indirect Costs: Guidance for State Agencies and School Food Authorities~~ SP 60-2016, September 2016

[School Meals - FAQs](#)

U.S. Department of Agriculture
Publication

~~Overcoming the Unpaid Meal Challenge: Proven Strategies
from Our Nation's Schools~~
[Charges: Local Meal Charge
Policies](#), SP 29-2017, September 46-2016, July 2016

Website

U.S. Department of Agriculture, Food and Nutrition Services

Website

California Department of Education, Nutrition Services
Division

Website

California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E(1)	Equipment

3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
3600	Consultants
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parental Notifications
5145.6-E-(1)	Parental Notifications

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 07/01/2019 | **Last Revised Date:** 03/06/01/2020-2022 | **Last Reviewed Date:** 07/06/01/2019-2022

CSBA NOTE: Districts that provide breakfast and/or lunch free of charge to all students (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. CSBA NOTE: With the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. To receive state reimbursement for the two meals, districts must participate in both the National School Lunch Program and the School Breakfast Program and comply with the requirement to have a written and clearly communicated meal charge policy as mandated pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016. However, some requirements of the National School Lunch Program and/or School Breakfast Program are no longer applicable.

Payments for Meals

CSBA NOTE: State and federal law (Education Code 49550, 49557; 42 USC 1758, 1773; 7 CFR 245.8) 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. 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. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP-17-2014.

The following section includes recommendations of the California Department of Education's (CDE) Nutrition Services Division Management Bulletin and the USDA's "School Meals - FAQs" 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.

CSBA NOTE: 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.

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 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 eligibility forms at the start of the school year
4. Posting the policy on the district's web site

Reimbursement Claims

5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

~~CSBA NOTE: The following optional paragraph may be revised to reflect district practice. According to the USDA's "School Meals – FAQs," 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 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; (3) issues at least one advance warning to the student or the student's parent/guardian prior to refusing to issue a replacement ticket; and (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, 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.~~
CSBA NOTE: To streamline administration of state and federal meal programs, the California Department of Education (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.

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen.

However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

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, and shall open a new account as appropriate for a student whose account appears to have been misused.

CSBA 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 refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

CSBA 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.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

CSBA NOTE: Education Code 49557.5 requires that parents/guardians be notified no later than 10 days after a student's school meal account has reached a negative balance. 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)

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)

CSBA 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.

CSBA 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.

~~CSBA NOTE: Pursuant to CDE's Nutrition Services Division Management Bulletin 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.~~

~~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.~~

~~CSBA 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, and reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

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)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, 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 and Account

~~CSBA NOTE: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.~~

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

~~CSBA NOTE: Education Code 38101 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 Governing 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.

CSBA NOTE: The following ~~optional~~ paragraph is optional. By law, cafeteria funds may be used for use by districts that choose to provide universal breakfast (free the operation and improvement of charge to all students) at one or more schools. Pursuant school food services. For example, pursuant to Education Code 49550.5, 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~~ The district may use cafeteria funds to supplement the provision of universal a nutritionally adequate breakfast. ~~On and/or before July 1 of each year, the~~ lunch to 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 when permitted by the district with nonfederal funds. (Education Code 49550.5) law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and ~~USDA~~ USDA's 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.

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)

CSBA NOTE: Pursuant to 7 CFR 210.14 and 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~~ USDA's 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 CDE may approve a district's net cash resources in an amount greater than three months' average expenditures if the district has a spending plan for the excess funds in place with the Nutrition Services Division.

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

CSBA NOTE: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from 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.

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 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

CSBA 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 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, 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)

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges

Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49493	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

Federal

2 CFR 200	Description Appendix VII -Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and -free milk
7 CFR 250.1-250.70	USDA foods

Management Resources

California Department of Education Publication	Description Paid Lunch Equity Requirement and Calculation Tool- Updated Exemption Guidance for School Year 2019-20, NSD Management Bulletin, SNP-11-2019, May 2019 02-2021 , April 2022
California Department of Education Publication	Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018

California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	Unpaid Meal Charges April 2017
California Department of Education Publication	Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012
California Department of Education Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Pricing of Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000 SNP-04-2021, August 2021
California Department of Education Publication	Cafeteria Funds-- Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013 05-2020, February 2020
California Department of Education Publication	Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, May 2015
California Department of Education Publication	California School Accounting Manual
U.S. Department of Agriculture Publication	School Meals -- FAQs
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	School Meals FAQs
U.S. Department of Agriculture Publication	Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools Charges: Local Meal Charge Policies, SP 29-2017, September 2017 46-2016, July 2016
Website	U.S. Department of Agriculture, Food and Nutrition Services
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E-(1)	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals

3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
3600	Consultants
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parental Notifications
5145.6-E-(1)	Parental Notifications

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Policy 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 03/01/2016 | **Last Revised Date:** 03/06/01/20182022 | **Last Reviewed Date:** 03/06/01/20182022

CSBA NOTE: In addition to the requirement, pursuant to Education Code 49550-requires, that all districts to provide at least one nutritionally adequate meal during each school day to needy students, as defined in Education Code 49552-as those who meet federal eligibility criteria for-, commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), to provide a free, nutritionally adequate breakfast and lunch each school day, to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals- under Education Code 49501.5, a district must participate in the National School Lunch and/or School Breakfast Programs. Consequently, the federal rules and regulations governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required pursuant to Education Code 49501.5.

Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) may receive a higher reimbursement rate for free and reduced-price meals than that provided for meals for noneligible students. In addition, state funding may be available through the State Meal Breakfast and Lunch Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of the SBE before the start of the summer school session for which the waiver is sought. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

The following policy is **mandated** for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students ~~from low-income families~~ in the district's food service program.

~~The~~ Each school day, the district shall provide ~~at least one, free of charge, a~~ nutritionally adequate meal ~~each school day, free of charge or at a reduced price,~~ breakfast and lunch for students whose families ~~meet federal eligibility criteria.~~ any student who requests a meal. (Education Code 49550, 49552 49501.5)

CSBA NOTE: Pursuant to 42 USC 1759a, eligible schools may apply to receive meal reimbursements under a universal meal service provision (e.g., the Community Eligibility Provision or Provision 2), which provides breakfast and/or lunch free of charge to all students enrolled at the school. Education Code 49564, as added by SB 138 (Ch. 724, Statutes of 2017), requires any district with a "very high poverty school," defined as one that qualifies to receive the free meal rate in the Community Eligibility Provision, to apply to CDE by September 1, 2018 to operate under any federal universal meal service provision. A district may be exempted from this requirement if the Governing Board adopts a resolution stating that it is unable to comply due to fiscal hardship.

If all district schools operate under a universal meal service provision, this policy and the accompanying regulation should be revised to delete references to reduced-price meals, student eligibility, and the application process. CSBA NOTE: Education Code 49564.3, as added by AB 130, requires districts with a "high poverty school," defined as a school that is eligible to operate the Community Eligibility Provision (CEP) pursuant to 42 USC 1759a, to adopt a universal meal service provision such as the CEP or Provision 2 no later than June 30, 2022.

To provide optimal nutrition and ~~reduce the administrative burden of food service operations~~ ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to ~~provide breakfast and/or lunch free of charge to all students at the school under a federally funded~~ operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district ~~The Superintendent or designee shall apply~~ submit an application to operate a federal universal meal provision to the California Department of Education (CDE) ~~to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years.~~ on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564; 42 USC 1759a).3)

CSBA NOTE: In order to be reimbursed for the California Universal Meal Program established pursuant to Education Code 49501.5, as added by AB 130, or for free and reduced-price meals under the federal National School Lunch or School Breakfast Program, a school must meet ~~federal~~ state and/or ~~state~~ federal nutritional guidelines in ~~7 CFR 210.10 and 220.8 and Education Code 49430 and 49430.7 and 7 CFR 210.10 and 220.8~~, as described in AR 3550 - Food Service/Child Nutrition Program.

The Superintendent or designee shall ensure that meals ~~provided through the free and reduced-price meals~~ served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

CSBA NOTE: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program or Summer Food Service Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced-price meals. The following optional paragraph is for use by districts that choose to provide free milk to eligible students. CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students eligible to receive free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students, ~~and that meets other requirements specified in~~ Education Code 49557).

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released ~~disclosed~~ except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

CSBA NOTE: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the Board. Districts wishing to use free and reduced-price meal records for the following purposes are mandated by Education Code 49558 to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

The Board authorizes designated employees to use ~~individual~~ records pertaining to student ~~an individual student's~~ eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

CSBA NOTE: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES.

Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I, Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

CSBA NOTE: According to CDE ~~In its~~ Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit ~~02-2018, CDE clarified that designated school officials authorized to administer~~ the sharing of free and reduced-price meal application information to other districts/schools for ~~program may share~~ the purpose of determining students' eligibility. The district may provide only the student's name and eligibility status ~~unless of a student with other school officials within the district for purposes not directly related to~~ the applicant consents ~~free and reduced-price meal program, such as~~ to facilitate the sharing of additional information. ~~provision of educational services and support to students who participate in the free and reduced-price meal program on a targeted basis rather than on a schoolwide or districtwide basis, in accordance with the local control accountability plan.~~

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

CSBA NOTE: According to CDE's Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining student eligibility. For this purpose, the district may provide only a student's name and eligibility status unless the applicant consents to the sharing of additional information.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist ~~in the continuation of the student's meal benefits.~~ that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the ~~local control funding formula~~ LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. ~~He/she~~ The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

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State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs

Ed. Code 49500-49505

[Ed. Code 49501.5](#)

Ed. Code 49510-49520

Ed. Code 49530-49536

Ed. Code 49547-49548.3

Ed. Code 49550-49564.5

[Ed. Code 49564.3](#)

Federal

20 USC 1232g

20 USC 6301-6576

42 USC 1751-1769j

42 USC 1771-1791

42 USC 1773

7 CFR 210.1-210.31

7 CFR 220.10-220.21

7 CFR 245.1-245.13

Management Resources

California Department of Education
Publication

CSBA Publication

CSBA Publication

U.S. Department of Agriculture
Publication

U.S. Department of Agriculture
Publication

Website

Website

Website

Website

Website

School meals

[California Universal Meals Program](#)

Nutrition

Child Nutrition Act

Comprehensive nutrition services

Meals for needy students

[High-poverty schools; universal meal service](#)

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Title I Improving the Academic Achievement of the
Disadvantaged

School Lunch Program

Child nutrition

School Breakfast Program

National School Lunch Program

National School Breakfast Program

Eligibility for free and reduced-price meals and free milk

Description

~~Direct Certification Implementation Checklist Free and
Reduced-Price Meals: January 2018~~
[Clarification on the
Sharing of Individual Student Eligibility Information for Local
Control and Accountability Plan Purposes, Management
Bulletin SNP-02-2018, May 2018](#)

Student Wellness: A Healthy Food and Physical Activity
Policy Resource Guide, 2012

Monitoring for Success: A Guide for Assessing and
Strengthening Student Wellness Policies, [rev.](#) 2012

Eligibility Manual for School Meals: Determining and
Verifying Eligibility, July ~~2015~~[2017](#)

Provision 2 Guidance: National School Lunch and School
Breakfast Programs, Summer 2002

U.S. Department of Agriculture, Food and Nutrition
~~Services~~[Service](#)

[Nourish](#) California Food Policy Advocates

California Project LEAN (Leaders Encouraging Activity and
Nutrition)

California Department of Education, Nutrition Services
Division

CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-PDF(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5141.22	Infectious Diseases
5141.22	Infectious Diseases

5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E-PDF(1)	Parental Notifications
5145.71	Title IX Sexual Harassment Complaint Procedures
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5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E-(1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Regulation 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 03/01/2016 | **Last Revised Date:** 03/06/01/20182022 | **Last Reviewed Date:** 03/06/01/20182022

CSBA NOTE: In addition to the requirement pursuant to Education Code 49550 requires, that all districts to provide at least one nutritionally adequate meal during each school day to low-income needy students, as defined in Education Code 49552 as those who meet federal eligibility criteria for, commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), to provide a free, nutritionally adequate breakfast and lunch each school day to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals, under Education Code 49501.5, a district must participate in the National School Lunch and/or School Breakfast Programs. Consequently, the federal rules and regulations governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required pursuant to Education Code 49501.5.

The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) and/or the State Meal Program (Education Code 49490-49494).

Applications

CSBA NOTE: ~~The California Department of Education's (CDE) Management Bulletin USDA-SNP-07-2010), "Universal Meals Program Questions and Answers," clarifies that it is districts participating in the responsibility of the district National School Lunch and/or Breakfast Program must continue to ensure that collect meal applications, as meal counts for reimbursement purposes need to be claimed in accordance with the amount of free and, reduced-price, and paid meals and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish.~~served.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

CSBA NOTE: The following paragraph is optional. In addition to the paper application form described above, Education Code 49557 authorizes districts to make the application for free or reduced-price meals available online, provided that it complies with specified requirements.

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

CSBA NOTE: According to the U.S. Department of Agriculture's (USDA), "Eligibility Manual for School Meals: Determining and Verifying Eligibility," households enrolling a new student after the start of the school year must also be provided an application and related materials.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

CSBA NOTE: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's web site.

Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements.

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

CSBA NOTE: In accordance with law, participants in certain state and federal programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified as eligible without further action or additional application. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data.

Pursuant to 42 USC 1758 and 7 CFR 245.6, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 and 7 CFR 245.6 also authorize, but do not require, districts to directly certify any student who is homeless, migratory, a foster youth, or enrolled in a Head Start program. Education Code 49562, as amended by SB 138 (Ch. 724, Statutes of 2017), also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals, beginning with participation data from the 2017-18 school year as provided by CDE.

Further information about direct certification and eligibility is available in the USDA's "Eligibility Guidance for School Meals Manual."

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when

authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

~~If any household is to receive a reduction or termination of benefits~~ If as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. ~~He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided~~ At least 10 days prior to the actual reduction or termination of benefits, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

CSBA NOTE: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing designated district employees to use individual student records compiled in the administration of the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576. See the accompanying Board policy. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

The Superintendent designates the following district employee(s) to ~~use~~ disclose a student's name and eligibility status from individual meal records ~~pertaining to student participation in the free and reduced-price meal program~~ only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC

6301-6576.

____Assistant Superintendent of Business Services_____
(title or position)

In ~~using the~~ permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

~~The district's plan for students receiving~~

CSBA NOTE: Pursuant to Education Code 49557, even with the establishment of the universal meal program, the legal obligation under federal law to ensure that students who are eligible for free and reduced-price meals are not treated differently remains applicable to districts.

~~In implementing the district's food service programs for students who are eligible to receive~~ free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. ~~The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.~~
2. ~~There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.~~
3. ~~The students shall not be required to work for their meals or for milk.~~
4. ~~The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.~~

~~When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)~~

Prices

~~CSBA NOTE: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42 USC 1758 and 1773.~~

~~The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)~~

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
<u>Ed. Code 49501.5</u>	<u>California Universal Meals Program</u>
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49564.5	Meals for needy students
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
California Department of Education Publication	Direct Certification Implementation Checklist Free and Reduced-Price Meals: January 2018
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, <u>rev.</u> 2012
U.S. Department of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015 <u>2017</u>
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

Website	U.S. Department of Agriculture, Food and Nutrition Services Service
Website	Nourish California Food Policy Advocates
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Nutrition Services Division
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
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4119.23	Unauthorized Release Of Confidential/Privileged Information

4219.23	Unauthorized Release Of Confidential/Privileged Information
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5125	Student Records
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
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5145.6-E(1)	Parental Notifications
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E- (1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program

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Weekend/Saturday Classes

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Summer Learning Programs

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Regulation 4112.2: Certification

Status: ADOPTED

Original Adopted Date: 01/01/2011 | **Last Revised Date:** 07/06/01/2017/2022 | **Last Reviewed Date:** 07/06/01/2017/2022

Verification of Credentials

CSBA NOTE: The following optional section may be revised to reflect district practice. Pursuant to Education Code 44330, 44332.5, and 44857, each person employed in a position requiring certification qualifications must register a valid credential not later than 60 days after beginning employment in the district or not later than 60 days after renewing a credential. Pursuant to Education Code 44332.5, a district with over 10,000 average daily attendance (ADA) may provide for the registration of its own certificated employees' credentials. If it does not do so, or if the district has 10,000 ADA or less, certificated employees' credentials must be registered with the county office of education: (COE). The following section may be revised to reflect district practice.

The Commission on Teacher Credentialing (CTC) does not provide credentials in a paper format. Pursuant to 5 CCR 80001, the official record of a credential includes any credential in a paper or electronic format, including, but not limited to, information obtained from ~~the CTC~~ CTC's web site. ~~If an applicant has indicated a county of employment on his/her application, the county office of education will receive a download of credential information for that applicant.~~ For all other certificated staff, the district must obtain verification of its employees' certification through ~~the~~ CTC's online service and may print the displayed information.

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

CSBA NOTE: Pursuant to Education Code 44332, 44332.5, and 44332.6, an individual may be employed while his/her CTC is processing the application ~~is being processed by the CTC~~ if he/she the individual holds a temporary certificate issued by a district with over 10,000 ADA or the ~~county office of education~~ COE, indicating that he/she the individual has passed the state assessment of teachers' basic skills and completed a criminal record check. ~~As amended by AB 1918 (Ch. 127, Statutes of 2016),~~ Education Code 44332, 44332.5, and 44332.6 require the district or ~~county office of education~~ COE, prior to issuing a temporary certificate, to obtain a certificate of clearance (fingerprint clearance) from ~~the~~ CTC to satisfy the criminal record check requirement.

The Superintendent or designee shall verify that any person who is employed by the district while his/her CTC is processing the application for certification ~~is being processed by the CTC~~ possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

Basic Skills Proficiency

CSBA NOTE: Education Code 44830 provides that a district cannot employ an individual in a position requiring certification unless that person has met the basic skills proficiency requirement or is exempted from the requirement by law. Such exemptions are specified in Education Code 44252 and 44830. Unless exempted, persons who have been granted a credential by ~~the~~ CTC have met the basic skills

proficiency requirement as a condition of obtaining the credential. According to CTC leaflet CL-667, Basic Skills Requirement, the basic skills proficiency requirement also may be met by passage of the California Basic Educational Skills Test, California Subject Examinations for Teachers: Multiple Subject Plus Writing Skills Examination, California State University Early Assessment Program, California State University Placement Examinations, or a basic skills examination from another state.

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

CSBA NOTE: According to CTC leaflet CL-667, "Basic Skills Requirement", the basic skills proficiency requirement may be met as reflected in Items #1-8, below.

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

1. Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)
2. Passage of the California Subject Examinations for Teachers plus Writing Skills Examination
3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)
4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)
5. Achieving a qualifying score on College Board Advanced Placement Examinations
6. Passage of a basic skills examination from another state

CSBA NOTE: Pursuant to Education Code 44252, as amended by AB 130 (Ch. 44, Statutes of 2021), a person is exempt from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework determined by a credential preparation program, or determined by CTC for an applicant not enrolled in a California credential preparation program. "Qualifying coursework" means a course or courses taken at a regionally accredited institution of higher education for academic credit that applies toward the requirements for an associate's degree, baccalaureate degree, or higher degree. Qualifying coursework does not include professional development or continuing education units, inservice training or workshops, or courses where credits do not apply toward the requirements for an associate's degree, baccalaureate degree, or higher degree. Pursuant to Education Code 44203, as amended by AB 320 (Ch. 663, Statutes of 2021), the definition of a "regionally accredited institution" includes an institution of higher education that held preaccreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning preaccreditation status in addition to an institution of higher education that has already been designated as regionally accredited. CTC is proposing emergency regulations to implement the statutory changes to subject matter competence requirements enacted by AB 130; see CTC Coded Correspondence 21-06 for more information on the proposed regulations.

7. Qualifying coursework (Education Code 44252)

CSBA NOTE: Pursuant to Education Code 44252, as amended by AB 130 and AB 167 (Ch. 252, Statutes of 2021), a person is exempt from the basic skills proficiency test requirement if a credential preparation program or CTC determines that an applicant has demonstrated proficiency through a combination of coursework, as described in Item #7, above, passage of a component or components of the basic skills proficiency test, and scores described in Items #3 and 4, above.

8. Qualifying coursework and exams (Education Code 44252)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if ~~he/she~~the employee has not yet been afforded the opportunity to take the test, provided that ~~he/she~~the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of ~~his/her~~the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by ~~the~~ CTC unless ~~he/she~~the teacher has completed a basic skills proficiency test in another state, passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

CSBA NOTE: Pursuant to Education Code 44252 and 44830, persons holding or applying for a "designated subjects special subjects" credential must be assessed with a district basic skills proficiency test, unless their credential requires possession of a bachelor's degree in which case they are required to meet the state basic skills proficiency requirement. When such persons are employed by a consortium of districts or a joint powers agreement, the test may instead be established by the boards of those entities.

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

CSBA NOTE: 5 CCR 80021 establishes the short-term staff permit (STSP) to immediately fill teacher vacancies based on unforeseen circumstances. Pursuant to 5 CCR 80021, ~~the~~ CTC will issue the STSP to an individual only once and for no more than one year. The STSP will expire no later than July 1, unless the STSP is for a summer school assignment in which case the STSP will expire no later than September 1.

The district may request that ~~the~~ CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher
2. Inability of the teacher of record to finish the school year due to approved leave or illness
3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved ~~intern~~internship program
4. Inability of the applicant to enroll in an approved ~~intern~~internship program due to timelines or lack of space in the program
5. Unavailability of a third-year extension of an ~~intern~~internship program or the applicant's withdrawal from an ~~intern~~internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to the CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested
2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit
3. Written justification for the permit signed by the Superintendent or designee

CSBA NOTE: 5 CCR 80021 provides that a holder of the STSP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). 5 CCR 80021 provides that all STSPs will also include an English learner authorization allowing the holder to provide services in English language development (ELD) or specially designed academic instruction in English (SDAIE); see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the STSP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

CSBA NOTE: 5 CCR 80021.1 establishes the provisional internship permit (PIP) to staff classrooms when appropriately credentialed teachers cannot be found after a diligent search. 5 CCR 80021.1 provides that the PIP will be issued for one calendar year and may not be renewed.

Before requesting that the CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.

2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or ~~county office of education~~ COE and who has completed at least three years of full-time classroom teaching experience.

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a ~~public~~ an open Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that ~~he/she~~ the applicant will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

CSBA NOTE: 5 CCR 80021.1 provides that a holder of the PIP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). In addition, 5 CCR 80021.1 provides that all PIPs will include an English learner authorization allowing the holder to provide services in ELD or SDAIE; see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the PIP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

CSBA NOTE: 5 CCR 80022, as added by Register 2016, No. 34, establishes the Teaching Permit for Statutory Leave (TPSL), which authorizes the holder to serve as the interim teacher of record when a teacher takes a statutory leave. The applicable statutory leaves are specified in 5 CCR 80022 and, as clarified by CTC Coded Correspondence 16-10, exclude administrative leave. The TPSL is valid for one calendar year from the first day of the month immediately following the date of issuance, but may be renewed on an annual basis provided that the holder completes additional requirements as specified and the district verifies that it will provide continued mentoring and support.

Qualifications required for the TPSL include possession of a bachelor's or higher degree, completion of the basic skills requirement unless exempted by state law or regulations, completion of a subject-matter requirement, and 45 hours of preservice preparation in the content areas listed in 5 CCR 80022. The design and delivery of the preservice preparation are at the discretion of the district and, as described in CTC Coded Correspondence 16-10, may include existing training and development programs, new

preparation courses or modules, and/or partnerships with the county office of education COE, neighboring districts, colleges and universities, or private companies. The CTC does not accredit or oversee any TPSL preparation. The following paragraph may be revised to reflect district practice.

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that the CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to the CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to the CTC that it will provide the interim teacher: (5 CCR 80022)

1. An orientation to the assignment before or during the first month of service in the statutory leave assignment
2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment
3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

CSBA NOTE: The TPSL authorizes the interim teacher of record to serve for the full length of the statutory leave. CTC Coded Correspondence 16-10 clarifies that, when more than one acceptable leave is taken consecutively, the holder of the TPSL may continue to serve as the interim teacher of record for the entire length of those leaves.

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022. He/she shall and annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

CSBA NOTE: Pursuant to Education Code 44225.7, the district may request that the CTC grant an applicant a one-year emergency permit (Education Code 44300; 5 CCR 80023-80026.6) when a "fully prepared teacher," defined as a teacher who has completed a teacher preparation program, is unavailable to the district. Emergency permits may only be issued for the resource specialist permit (5 CCR 80024.3.1), teacher librarian services permit (5 CCR 80024.6), crosscultural, language and academic development permit (CLAD) (5 CCR 80024.8), and bilingual authorization permit (5 CCR 80024.7).

Pursuant to 5 CCR 80023.1, an emergency permit may be renewed for up to two additional one-year

periods (for a maximum of three years of service).

In order to request an emergency permit, the district must first demonstrate that it has made reasonable efforts to recruit candidates who are enrolled in an intern program or are scheduled to complete preliminary credential requirements within six months and must submit a Declaration of Need for Fully Qualified Educators; see the accompanying Board policy.

As necessary, the Superintendent or designee may request that the CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit, [\(CLAD\)](#), or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before he/she begins beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

CSBA NOTE: 5 CCR 80025.3, as amended by Register 2016, No. 34, authorizes the holder of the STSP, PIP, or TPSL to provide day-to-day substitute teaching services for up to 30 days for a general education teacher or 20 days for a special education teacher.

1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the California Basic Educational Skills Test CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year. He/she shall not serve or as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

CSBA NOTE: 5 CCR 80025 and 80025.5 require the district to have a Statement of Need on file before employing a person with an emergency substitute permit pursuant to item #1 or 4 above. The CTC form for the Statement of Need may be found in the CTC's online "Credential Information Guide," which may be accessed only by employers.

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 80001-80674.6	Commission on Teacher Credentialing
Ed. Code 32340-32341	Unlawful issuance of a credential
Ed. Code 35186	Complaints regarding teacher vacancy or misassignment
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44200-44399.1 44418	Teacher credentialing
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 44300-44302	Emergency permit
Ed. Code 44325-44328	District interns
Ed. Code 44330-44355	Certificates and credentials
Ed. Code 44420-44440	Revocation and suspension of credentials
Ed. Code 44450-44468	University intern internship program
Ed. Code 44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 8360-8370 8295-8305	Qualifications of child care Child development program personnel qualifications
Federal	Description
20 USC 6312	Title I local educational agency plans; notifications regarding teacher qualifications
34 CFR 200.48 61	Parent notification regarding teacher qualifications
Management Resources	Description
Commission on Teacher Credentialing Publication	Waiver Requests Guidebook, 2015
Commission on Teacher Credentialing Publication	Credential Information Guide
Commission on Teacher Credentialing Publication	Assembly Bill 320: Regional Accreditation for Coursework and Degrees Used for Certification Purposes, Credential Information Alert 22-02, March 1, 2022
Commission on Teacher Credentialing Publication	Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter

	<u>Competence, Coded Correspondence 21-06, September 20, 2021</u>
Commission on Teacher Credentialing Publication	Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Commission on Teacher Credentialing Publication	Approved Add <u>Addition</u> and Amendments to Title 5 of the CCR <u>California Code of Regulations</u> Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016
Commission on Teacher Credentialing Publication	California Standards for the Teaching Profession (CSTP), 2009
Commission on Teacher Credentialing Publication	CL-667 Basic Skills Requirement
Commission on Teacher Credentialing Publication	CL-856 Provisional Internship Permit
Commission on Teacher Credentialing Publication	CL-858 Short-Term Staff Permit
Commission on Teacher Credentialing Publication	Subject Matter Authorization Guideline Book, 2012 <u>December 2019</u>
Commission on Teacher Credentialing Publication	Supplementary Authorization Guideline Book, 2012 <u>December 2019</u>
Commission on Teacher Credentialing Publication	The Administrator's Assignment Manual: rev. September 2007 , <u>2021</u>
Court Decision	Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing; (1993) 836 F.Supp. 1534
<u>Nat'l Board for Prof. Teaching Stds. Publication</u>	<u>Using Federal Funds for National Board Activities: An Action-Planning Guide</u>
Nat'l Board for Prof. Teaching Stds. Publication	Considerations for Using Federal Funds to Support National Board Certification; 2018
<u>Website</u>	<u>California Department of Education, CA NBPTS Certification Incentive Program 2021-26 (https://www.cde.ca.gov/pd/ps/nbptsprogram.asp)</u>
Website	National Board Resource Center
Website	National Board for Professional Teaching Standards
Website	Commission on Teacher Credentialing
Website	Commission on Teacher Credentialing, Credential Information Guide (for employers' use only)
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0460	Local Control And Accountability Plan

0460	Local Control And Accountability Plan
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1312.4-E PDF(1)	Williams Uniform Complaint Procedures
1312.4-E PDF(2)	Williams Uniform Complaint Procedures
3580	District Records
3580	District Records
4111	Recruitment And Selection
4112	Appointment And Conditions Of Employment
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.5	Criminal Record Check
4112.5-E (1)	Criminal Record Check
4112.6	Personnel Files
4113	Assignment
4113	Assignment
4114	Transfers
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4119.21	Professional Standards
4119.21-E (1)	Professional Standards
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.3	Professional Leaves
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4212.5	Criminal Record Check
4212.5-E (1)	Criminal Record Check

4212.6	Personnel Files
4219.21	Professional Standards
4219.21-E (1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4261.11	Industrial Accident/Illness Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4312.5	Criminal Record Check
4312.5-E (1)	Criminal Record Check
4312.6	Personnel Files
4317.14	Postretirement Employment
4319.21	Professional Standards
4319.21-E (1)	Professional Standards
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.8	Family Care And Medical Leave
5145.6	Parental Notifications
5145.6-E (1)	Parental Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E (1)	Certificate Of Proficiency/High School Equivalency
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.1	Library Media Centers

6164.2	Guidance/Counseling Services
6170.1	Transitional Kindergarten
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6183	Home And Hospital Instruction
6200	Adult Education
6200	Adult Education

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Regulation 4161.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 08/01/2013 | **Last Revised Date:** 03/06/01/2021/2022 | **Last Reviewed Date:** 03/06/01/2018/2022

CSBA NOTE: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under state law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or ~~leave for pregnancy disability pursuant to California~~ to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

~~CSBA NOTE: Government Code 12945.2, as amended by SB 1383 (Ch. 86, Statutes of 2020), includes a child of a registered domestic partner in the definition of "child" for purposes of CFRA leave.~~

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

~~CSBA NOTE: Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of CFRA leave.~~

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child.

~~Parent~~ However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

~~CSBA NOTE: For purposes of CFRA leave, Government Code 12945.2, as amended by SB 1383, includes an employee's grandparent, grandchild, sibling, and registered domestic partner with a serious health condition as one for whom an employee may take family care and medical leave.~~

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

CSBA NOTE: Government Code 12945.2 and 29 USC 2611-2612 require a district to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements apply to all public agencies regardless of the number of employees.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. ~~To~~The care for the employee's of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform ~~one or more essential~~the job functions of the position

CSBA NOTE: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, child, or parent who is a military member is on covered active duty during deployment to a foreign country. Government Code 12945.2, ~~as amended by SB 1383~~, provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. ~~Any~~A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

CSBA NOTE: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. ~~To~~The care for of a covered servicemember with a serious injury or illness if when the covered ~~servicemember~~employee is the employee's a spouse, child, parent, or next of kin, ~~as defined~~ of the covered servicemember

CSBA NOTE: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

CSBA NOTE: ~~Leaves~~ Pursuant to Government Code 12945.2, leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be ~~12 work weeks. However, when they do not run concurrently, an employee may be eligible for up to 12 work weeks under both CFRA and FMLA, for a total of 24 work weeks.~~ not be more than 12 work weeks.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. ~~In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.~~ (Government Code 12945.2; 29 USC 2612)

CSBA NOTE: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. Whichever option is selected, it must be applied uniformly to all employees. If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

~~This~~ The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

CSBA NOTE: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

CSBA NOTE: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code

12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

~~CSBA NOTE: Government Code 12945.6, which limited the amount of leave related to the birth or placement of a child to a combined total of 12 work weeks when both parents work for the district, was repealed by SB 1383, thereby allowing both parents to take up to 12 work weeks of leave for this purpose.~~ **CSBA NOTE:** Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees.

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

CSBA NOTE: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave or PDL. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee.

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

[Redacted]

CSBA NOTE: The following paragraph is for use with either option above.

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

CSBA NOTE: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a

request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

CSBA NOTE: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of an employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

CSBA NOTE: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for family care and medical leave for an employee's own serious health condition or to care for the employee's eligible family member with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all such employees uniformly; thus, districts using this section should request a medical certification from all such employees.

Districts requiring written medical certification from employees may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11097.

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

CSBA NOTE: Item #3 below addresses an eligible employee's request for leave to care for an eligible family member. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. The U.S. Department of Labor (DOL) provides a form, "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act," that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.

3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

CSBA NOTE: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third

health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050.

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

CSBA NOTE: The following optional section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from the employee's health provider, stating that the employee is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, any fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the employee's essential job functions with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the

employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

CSBA NOTE: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position upon return from such leave. However, such an employee has no greater right to reinstatement or other benefits than the employee would have if employment had been continuous. ~~As amended by SB 1383, Government Code 12945.2 eliminates the district's authority to deny reinstatement of a "key employee" in certain situations.~~

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

CSBA NOTE: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

CSBA NOTE: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. Pursuant to Government Code 12945.2, ~~as amended by SB 1383~~, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to DOL's "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee may take all 12 weeks of FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or and~~, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

CSBA NOTE: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "other events" agreed to by the district and the employee. As an example of such other event, DOL's "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," and the California Department of Human Resources' "Questions and Answers - Military Family Leave - FMLA," list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings

8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

CSBA NOTE: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

CSBA NOTE: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. According to DOL's ["Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers,"](#) if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is ~~not in addition to, but rather is inclusive of,~~ the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

CSBA NOTE: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "child," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

CSBA NOTE: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, ~~one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to~~will qualify as a "serious injury or illness" for the purpose of this leave, only if one of the four conditions listed in Item #2 below is present.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

- c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
- d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

CSBA NOTE: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

CSBA NOTE: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

CSBA NOTE: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the ~~FEHA~~ Fair Employment and Housing Act/PDL and FMLA/CFRA and ~~employee~~ employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following optional paragraph is for use by districts that require employees to provide advance notice.

2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

CSBA NOTE: Item ~~#3b~~ 4b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid

leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, ~~he/she~~ the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

CSBA NOTE: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

CSBA NOTE: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of ~~family care and medical~~ FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

2 CCR 11035-11051

Description

Unlawful sex discrimination: pregnancy, childbirth and related medical conditions

2 CCR 11087-~~11097~~[11098](#)

California Family Rights Act

Ed. Code 44965

Granting of leaves of absence for pregnancy and childbirth

Fam. Code 297-297.5

Rights, protections, benefits under the law; registered domestic partners

Fam. Code 300

Definition of marriage

Gov. Code 12926

Definitions

Gov. Code 12940

Unlawful discriminatory employment practices

Gov. Code 12945

Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

Gov. Code 12945.1-12945.2

California Family Rights Act

[Gov. Code 12945.6](#)

[Parental leave](#)

Gov. Code 12946

Fair employment and Housing Act: discrimination prohibited

~~Unemployment Insurance Code 3300-3308~~

~~Paid family leave~~

Federal

Description

1 USC 7

Definition of marriage, [and](#) spouse

29 CFR 825.100-825.702

Family and Medical Leave Act of 1993

29 USC 2601-2654

Family Care and Medical Leave Act

42 USC 2000ff-2000ff-11

Genetic Information Nondiscrimination Act of 2008

Management Resources

Description

~~CA Dept of HR Publication~~

~~Questions and Answers – Military Family Leave – FMLA~~

~~Court Decision~~

~~Faust v. California Portland Cement Company; (2007) 150 Cal.App.4th 864~~

~~Court Decision~~

~~Tellis v. Alaska Airlines; (9th Cir., 2005) 414 F.3d 1045~~

~~Court Decision~~

~~United States v. Windsor; (2013) 699 F.3d 169~~

~~U.S. Department of Labor Publication~~

~~[Military Family Leave Provisions of the FMLA](#) Frequently Asked Questions [and Answers](#)~~

~~U.S. Department of Labor Publications~~

~~Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F~~

~~Website~~

~~California Department of Human Resources~~

Website

U.S. Department of Labor, FMLA

Website

California Department of Fair Employment and Housing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E-(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4117.3	Personnel Reduction
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E-(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment

4217.3	Layoff/Rehire
4241	Collective Bargaining Agreement
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E-(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4261.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 08/01/2013 | **Last Revised Date:** 03/06/01/2021 ~~2022~~ | **Last Reviewed Date:** 03/06/01/2018 ~~2022~~

CSBA NOTE: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under state law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or ~~leave for pregnancy disability pursuant to California~~ to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

~~CSBA NOTE: Government Code 12945.2, as amended by SB 1383 (Ch. 86, Statutes of 2020), includes a child of a registered domestic partner in the definition of "child" for purposes of CFRA leave.~~

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

~~CSBA NOTE: Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of CFRA leave.~~

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child.

~~Parent~~ However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

CSBA NOTE: For purposes of CFRA leave, Government Code 12945.2, as amended by SB 1383, includes an employee's grandparent, grandchild, sibling, and registered domestic partner with a serious health condition as one for whom an employee may take family care and medical leave.

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

CSBA NOTE: Government Code 12945.2 and 29 USC 2611-2612 require a district to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements apply to all public agencies regardless of the number of employees.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. ~~To~~The care for the employee's of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform ~~one or more essential~~the job functions of the position

CSBA NOTE: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, child, or parent who is a military member is on covered active duty during deployment to a foreign country. Government Code 12945.2, ~~as amended by SB 1383~~, provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. ~~Any~~A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

CSBA NOTE: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. ~~To~~The care for of a covered servicemember with a serious injury or illness if when the covered ~~servicemember~~employee is the employee's a spouse, child, parent, or next of kin, ~~as defined~~ of the covered servicemember

CSBA NOTE: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

CSBA NOTE: ~~Leaves~~ Pursuant to Government Code 12945.2, leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be ~~12 work weeks. However, when they do not run concurrently, an employee may be eligible for up to 12 work weeks under both CFRA and FMLA, for a total of 24 work weeks.~~ not be more than 12 work weeks.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. ~~In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.~~ (Government Code 12945.2; 29 USC 2612)

CSBA NOTE: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. Whichever option is selected, it must be applied uniformly to all employees. If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

~~This~~ The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

CSBA NOTE: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

CSBA NOTE: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code

12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

~~CSBA NOTE: Government Code 12945.6, which limited the amount of leave related to the birth or placement of a child to a combined total of 12 work weeks when both parents work for the district, was repealed by SB 1383, thereby allowing both parents to take up to 12 work weeks of leave for this purpose.~~ **CSBA NOTE:** Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees.

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

CSBA NOTE: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave or PDL. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee.

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

[Redacted]

CSBA NOTE: The following paragraph is for use with either option above.

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

CSBA NOTE: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a

request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

CSBA NOTE: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of an employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

CSBA NOTE: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for family care and medical leave for an employee's own serious health condition or to care for the employee's eligible family member with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all such employees uniformly; thus, districts using this section should request a medical certification from all such employees.

Districts requiring written medical certification from employees may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11097.

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

CSBA NOTE: Item #3 below addresses an eligible employee's request for leave to care for an eligible family member. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. The U.S. Department of Labor (DOL) provides a form, "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act," that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.

3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

CSBA NOTE: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third

health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050.

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

CSBA NOTE: The following optional section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from the employee's health provider, stating that the employee is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, any fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the employee's essential job functions with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the

employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

CSBA NOTE: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position upon return from such leave. However, such an employee has no greater right to reinstatement or other benefits than the employee would have if employment had been continuous. As amended by SB 1383, Government Code 12945.2 eliminates the district's authority to deny reinstatement of a "key employee" in certain situations.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

CSBA NOTE: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

CSBA NOTE: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. Pursuant to Government Code 12945.2, ~~as amended by SB 1383~~, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to DOL's "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee may take all 12 weeks of FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or and~~, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

CSBA NOTE: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "other events" agreed to by the district and the employee. As an example of such other event, DOL's "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," and the California Department of Human Resources' "Questions and Answers - Military Family Leave - FMLA," list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings

8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

CSBA NOTE: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

CSBA NOTE: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. According to DOL's ["Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers,"](#) if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is ~~not in addition to, but rather is inclusive of,~~ the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

CSBA NOTE: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "child," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

CSBA NOTE: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, ~~one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to~~will qualify as a "serious injury or illness" for the purpose of this leave, only if one of the four conditions listed in Item #2 below is present.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

- c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
- d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

CSBA NOTE: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

CSBA NOTE: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

CSBA NOTE: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's, "[Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers](#)," an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the ~~FEHA~~ Fair Employment and Housing Act/PDL and FMLA/CFRA and ~~employee~~ employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following optional paragraph is for use by districts that require employees to provide advance notice.

2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

CSBA NOTE: Item ~~#3b~~ 4b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid

leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, ~~he/she~~ the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

CSBA NOTE: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

CSBA NOTE: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of ~~family care and medical~~ FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

2 CCR 11035-11051

Description

Unlawful sex discrimination: pregnancy, childbirth and related medical conditions

2 CCR 11087-~~11097~~[11098](#)

California Family Rights Act

Ed. Code 44965

Granting of leaves of absence for pregnancy and childbirth

Fam. Code 297-297.5

Rights, protections, benefits under the law; registered domestic partners

Fam. Code 300

Definition of marriage

Gov. Code 12926

Definitions

Gov. Code 12940

Unlawful discriminatory employment practices

Gov. Code 12945

Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

Gov. Code 12945.1-12945.2

California Family Rights Act

[Gov. Code 12945.6](#)

[Parental leave](#)

Gov. Code 12946

Fair employment and Housing Act: discrimination prohibited

~~Unemployment Insurance Code 3300-3308~~

~~Paid family leave~~

Federal

Description

1 USC 7

Definition of marriage, [and](#) spouse

29 CFR 825.100-825.702

Family and Medical Leave Act of 1993

29 USC 2601-2654

Family Care and Medical Leave Act

42 USC 2000ff-2000ff-11

Genetic Information Nondiscrimination Act of 2008

Management Resources

Description

~~CA Dept of HR Publication~~

~~Questions and Answers - Military Family Leave - FMLA~~

~~Court Decision~~

~~Faust v. California Portland Cement Company; (2007) 150 Cal.App.4th 864~~

~~Court Decision~~

~~Tellis v. Alaska Airlines; (9th Cir., 2005) 414 F.3d 1045~~

~~Court Decision~~

~~United States v. Windsor; (2013) 699 F.3d 169~~

~~U.S. Department of Labor Publication~~

~~[Military Family Leave Provisions of the FMLA](#) Frequently Asked Questions [and Answers](#)~~

~~U.S. Department of Labor Publications~~

~~Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F~~

~~Website~~

~~California Department of Human Resources~~

Website

U.S. Department of Labor, FMLA

Website

California Department of Fair Employment and Housing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E-(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4117.3	Personnel Reduction
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E-(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment

4217.3	Layoff/Rehire
4241	Collective Bargaining Agreement
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4361.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 08/01/2013 | **Last Revised Date:** 03/06/01/2021 ~~2022~~ | **Last Reviewed Date:** 03/06/01/2018 ~~2022~~

CSBA NOTE: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under state law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or ~~leave for pregnancy disability pursuant to California~~ to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

~~CSBA NOTE: Government Code 12945.2, as amended by SB 1383 (Ch. 86, Statutes of 2020), includes a child of a registered domestic partner in the definition of "child" for purposes of CFRA leave.~~

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

~~CSBA NOTE: Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of CFRA leave.~~

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child.

~~Parent~~ However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

CSBA NOTE: For purposes of CFRA leave, Government Code 12945.2, as amended by SB 1383, includes an employee's grandparent, grandchild, sibling, and registered domestic partner with a serious health condition as one for whom an employee may take family care and medical leave.

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

CSBA NOTE: Government Code 12945.2 and 29 USC 2611-2612 require a district to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements apply to all public agencies regardless of the number of employees.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To The care for the employee's of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform ~~one or more essential~~ the job functions of the position

CSBA NOTE: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, child, or parent who is a military member is on covered active duty during deployment to a foreign country. Government Code 12945.2, ~~as amended by SB 1383~~, provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. ~~Any~~ A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

CSBA NOTE: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. To The care for of a covered servicemember with a serious injury or illness if when the covered ~~servicemember~~ employee is the employee's a spouse, child, parent, or next of kin, ~~as defined~~ of the covered servicemember

CSBA NOTE: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

CSBA NOTE: ~~Leaves~~ Pursuant to Government Code 12945.2, leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be ~~12 work weeks. However, when they do not run concurrently, an employee may be eligible for up to 12 work weeks under both CFRA and FMLA, for a total of 24 work weeks.~~ not be more than 12 work weeks.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. ~~In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.~~ (Government Code 12945.2; 29 USC 2612)

CSBA NOTE: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. Whichever option is selected, it must be applied uniformly to all employees. If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

~~This~~ The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

CSBA NOTE: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

CSBA NOTE: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code

12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

~~CSBA NOTE: Government Code 12945.6, which limited the amount of leave related to the birth or placement of a child to a combined total of 12 work weeks when both parents work for the district, was repealed by SB 1383, thereby allowing both parents to take up to 12 work weeks of leave for this purpose.~~ **CSBA NOTE:** Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees.

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

CSBA NOTE: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave or PDL. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee.

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

CSBA NOTE: The following paragraph is for use with either option above.

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

CSBA NOTE: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a

request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

CSBA NOTE: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of an employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

CSBA NOTE: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for family care and medical leave for an employee's own serious health condition or to care for the employee's eligible family member with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all such employees uniformly; thus, districts using this section should request a medical certification from all such employees.

Districts requiring written medical certification from employees may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11097.

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

CSBA NOTE: Item #3 below addresses an eligible employee's request for leave to care for an eligible family member. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. The U.S. Department of Labor (DOL) provides a form, "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act," that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.

3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

CSBA NOTE: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third

health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050.

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

CSBA NOTE: The following optional section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from the employee's health provider, stating that the employee is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, any fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the employee's essential job functions with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the

employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

CSBA NOTE: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position upon return from such leave. However, such an employee has no greater right to reinstatement or other benefits than the employee would have if employment had been continuous. As amended by SB 1383, Government Code 12945.2 eliminates the district's authority to deny reinstatement of a "key employee" in certain situations.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

CSBA NOTE: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

CSBA NOTE: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. Pursuant to Government Code 12945.2, ~~as amended by SB 1383~~, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to DOL's "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee may take all 12 weeks of FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or and~~, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

CSBA NOTE: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "other events" agreed to by the district and the employee. As an example of such other event, DOL's "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," and the California Department of Human Resources' "Questions and Answers - Military Family Leave - FMLA," list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings

8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

CSBA NOTE: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

CSBA NOTE: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. According to DOL's ["Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers,"](#) if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is ~~not in addition to, but rather is inclusive of,~~ the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

CSBA NOTE: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "child," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

CSBA NOTE: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, ~~one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to~~will qualify as a "serious injury or illness" for the purpose of this leave, only if one of the four conditions listed in Item #2 below is present.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

- c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
- d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

CSBA NOTE: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

CSBA NOTE: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

CSBA NOTE: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the FEHA Fair Employment and Housing Act/PDL and FMLA/CFRA and ~~employee~~employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following optional paragraph is for use by districts that require employees to provide advance notice.

2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

CSBA NOTE: Item ~~#3b~~4b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid

leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, ~~he/she~~ the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

CSBA NOTE: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

CSBA NOTE: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of ~~family care and medical~~ FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

2 CCR 11035-11051

Description

Unlawful sex discrimination: pregnancy, childbirth and related medical conditions

2 CCR 11087-~~11097~~[11098](#)

California Family Rights Act

Ed. Code 44965

Granting of leaves of absence for pregnancy and childbirth

Fam. Code 297-297.5

Rights, protections, benefits under the law; registered domestic partners

Fam. Code 300

Definition of marriage

Gov. Code 12926

Definitions

Gov. Code 12940

Unlawful discriminatory employment practices

Gov. Code 12945

Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

Gov. Code 12945.1-12945.2

California Family Rights Act

[Gov. Code 12945.6](#)

[Parental leave](#)

Gov. Code 12946

Fair employment and Housing Act: discrimination prohibited

~~Unemployment Insurance Code 3300-3308~~

~~Paid family leave~~

Federal

Description

1 USC 7

Definition of marriage, [and](#) spouse

29 CFR 825.100-825.702

Family and Medical Leave Act of 1993

29 USC 2601-2654

Family Care and Medical Leave Act

42 USC 2000ff-2000ff-11

Genetic Information Nondiscrimination Act of 2008

Management Resources

Description

~~CA Dept of HR Publication~~

~~Questions and Answers - Military Family Leave - FMLA~~

~~Court Decision~~

~~Faust v. California Portland Cement Company; (2007) 150 Cal.App.4th 864~~

~~Court Decision~~

~~Tellis v. Alaska Airlines; (9th Cir., 2005) 414 F.3d 1045~~

~~Court Decision~~

~~United States v. Windsor; (2013) 699 F.3d 169~~

~~U.S. Department of Labor Publication~~

~~[Military Family Leave Provisions of the FMLA](#) Frequently Asked Questions [and Answers](#)~~

~~U.S. Department of Labor Publications~~

~~Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F~~

~~Website~~

~~California Department of Human Resources~~

Website

U.S. Department of Labor, FMLA

Website

California Department of Fair Employment and Housing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E-(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4117.3	Personnel Reduction
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E-(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment

4217.3	Layoff/Rehire
4241	Collective Bargaining Agreement
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E-(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 12/01/2013 | **Last Revised Date:** ~~10/06/01/2017~~-2022 | **Last Reviewed Date:** ~~10/06/01/2017~~2022

Definitions

CSBA NOTE: Pursuant to Education Code 48853.5, as amended by AB 1055 (Ch. 287, Statutes of 2021), "foster youth" has the same meaning as the term is defined in Education Code 42238.01, as amended by AB 167 (Ch. 252, Statutes of 2021). See Items #4 and 5 below.

Foster youth, foster child, or student in foster care means ~~any~~ any of the following: (Education Code 42238.01, 48853.5)

1. A child who ~~has been removed from his/her home~~ is the subject of a petition filed pursuant to Welfare and Institutions Code ~~309,300~~, whether or not the child has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361.
2. A child who is the subject of a petition filed under ~~Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under~~ pursuant to Welfare and Institutions Code ~~300 or 602~~ or is a 602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d).
3. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)
4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law
5. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400

CSBA NOTE: In instances where the rights of the parent/guardian have been limited, the court may appoint an educational representative on a temporary or long-term basis to make educational decisions for the student.

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which ~~he/she~~ the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which ~~he/she~~ the foster youth was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the foster youth is connected, the district liaison for foster youth shall determine, in the best interests of the foster youth, which school ~~is~~ shall be deemed the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, ~~and shall be based on the best interests of the foster youth.~~ (Education Code 48853.5)

CSBA NOTE: Education Code 48850 expresses the legislative intent that the "best interests" of a foster youth include educational stability as well as placement in the least restrictive educational program, as provided below.

In addition, pursuant to 20 USC 6311, determination of a student's "best interest" requires consideration of all factors relating to the student's best interest, including the appropriateness of the current educational setting and the proximity to the school in which the student is enrolled at the time of placement.

Best interest interests of a foster youth means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

District Liaison

CSBA NOTE: Pursuant to Education Code 48853.5, districts are required to designate a staff person as the educational liaison for foster youth. ~~This~~ The person may be the same individual designated as the liaison for homeless students as required by 42 USC 11432; see AR 6173 - Education for Homeless Children. In addition, Education Code 48853.5 requires that, for districts operating a foster youth services program, the liaison be affiliated with that program. The duties of the liaison are as specified below.

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Social Worker

445 Montezuma Street, Rio Vista, CA 94571

(707) 374-1729

__jchen@rdusd.org

(email)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)

CSBA NOTE: Education Code 48645.5 requires districts to accept for credit full or partial coursework completed in a public school or nonpublic nonsectarian school or agency in addition to a juvenile court school; see the section below entitled "Transfer of Coursework and Credits."

- ~~1.~~ 2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

~~2.~~ 3.

When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

CSBA NOTE: Pursuant to Education Code 48853.5, 48911, 48915.5, and 48918.1, the district liaison is required to invite or notify a foster youth's attorney and the appropriate official of the county child welfare agency in certain circumstances when expulsion-related proceedings are pending against the foster youth. For specific situations requiring such invitation or notice, see AR 5144.1 - Suspension and Expulsion/Due Process.

- ~~2.4.~~ When required by law, notify the ~~Notify a~~ foster youth's attorney and the representative of the appropriate county child welfare agency, when ~~the~~ required by law for a foster youth who is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement ~~when he/she is a student with a disability~~. (Education Code 48853.5, 48911, 48915.5, 48918.1)

CSBA NOTE: Items #4-8 below are optional and should be modified to reflect district practice.

- ~~3.5.~~ As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973
- ~~4.6.~~ As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services
- ~~5.7.~~ Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

CSBA NOTE: Optional item #7 establishes the responsibility of the district liaison to collaborate with other local agencies to coordinate services for foster youth.

Education Code 42920.5-42921 establish the Foster Youth Services Coordinating Program and provide funding for a county office of education or consortium of county offices of education to coordinate educational support for foster youth among the districts within their jurisdiction. As part of the program, such county offices must develop and implement a coordinating plan for purposes of establishing guiding principles and protocols to provide supports for foster care students. To the extent possible, such a plan must include, but is not limited to, a description of how the program will establish ongoing collaboration among local educational agencies, county child welfare agencies, and county probation departments to determine the proper educational placement of foster youth. In addition, pursuant to Education Code 42921, if a district annually certifies in writing that it is unable, using any other state, federal, local, or private funds, to provide tutoring, mentoring, and counseling for foster youth, it may enter into a temporary agreement with the foster youth services coordinating program to provide those services, if the program has established such services.

- ~~6.8.~~ Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth

CSBA NOTE: The following optional item facilitates the annual update of the local control and accountability plan required pursuant to Education Code 52060; see BP/AR 0460 - Local Control and Accountability Plan.

- ~~7.9.~~ Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice.

The Superintendent or designee shall regularly monitor the liaison's caseload ~~of the liaison~~, as well as his/her additional duties outside of the foster youth program, to ~~determine whether~~ ensure that adequate time and resources are available provided to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

CSBA NOTE: Pursuant to Education Code 48853, a district is required to educate foster youth in the least restrictive environment necessary for their educational achievement. However, a district may be discharged from this obligation when the parent/guardian or other person holding the right to make educational decisions for the foster youth unilaterally decides to place the foster youth in another educational program and provides the district a written statement as specified in item #2 below.

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best ~~interest~~ interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and ~~that he/she is aware~~ an awareness of the following:
 - a. The student has a right to attend a regular public school in the least restrictive environment.
 - b. The alternate education program is a special education program, if applicable.
 - c. The decision to unilaterally remove the student from the district school and to place ~~him/her~~ the student in an alternate education program may not be financed by the district.
 - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

CSBA NOTE: Pursuant to Education Code 48853.5, the education of a foster youth may continue ~~his/her education~~ in the school of origin under the circumstances stated below. Elementary and high school districts should delete any item (#3b or c) that is not applicable to the grade levels served by the district.

3. At the initial placement or any subsequent change in placement, the student exercises his/her the right to continue in his/her the school of origin, as defined above. In any such circumstance, the following shall apply:
 - a. The student may continue in the school of origin for the duration of the court's jurisdiction.
 - b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her the school of origin for the remainder of the school year.

- c. -If the court's jurisdiction is terminated while the student is in high school, the student may continue in ~~his/her~~the school of origin until he/she graduates through graduation.
- d. If the student is transitioning between school grade levels, ~~he/she~~the student shall be allowed to continue in the district of origin in the same attendance area to provide ~~him/her~~the student the benefit of matriculating with ~~his/her~~the student's peers in accordance with the established feeder patterns of school districts in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and ~~he/she~~the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from ~~his/her~~the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5) (~~Education Code 48853.5~~)

CSBA NOTE: Pursuant to Education Code 48853.5, a district is required to immediately enroll any foster youth transferring into the district even when the foster youth has outstanding fees or fines due to the last school attended or the district has not received the foster youth's academic and medical records, as listed in ~~items~~Items #1-3 below. However, pursuant to Health and Safety Code 120341, if a district does not receive a foster youth's immunization records prior to ~~enrolling him/her~~enrollment, the district must take steps, after the foster youth is enrolled, to obtain ~~his/her~~the immunization records or ensure that ~~he/she~~the foster youth is properly immunized. See BP/AR 5141.31 - Immunizations.

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by ~~his/her~~a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. ~~The, regardless of whether the~~ foster youth ~~shall be immediately enrolled even if he/she:~~ (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

CSBA NOTE: Education Code 48853 and 48853.5 specify that, if a dispute arises regarding school placement, then the district shall use an existing dispute resolution process available to any district student. The following paragraph should be modified to reflect district practice.

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, ~~he/she may an~~ appeal to may be filed with the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the ~~parent/guardian or~~ foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The

Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the foster youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

CSBA NOTE: Pursuant to Education Code 48853.5, a district may, but is not required to, provide transportation to enable a foster youth to attend a school or school district of origin, except when it is otherwise required by federal law or pursuant to the individualized education program of a student with a disability. In accordance with 20 USC 6312, ~~as amended by the Every Student Succeeds Act (P.L. 114-95)~~, districts are mandated to collaborate with the local child welfare agency to develop clear written procedures governing how transportation will be provided, arranged, and funded to enable foster youth to attend their school of origin, when it is in their best interest to do so. The local child welfare agency may reimburse the district for any additional costs of such transportation, or the district may agree to pay for or share the costs with the child welfare agency. The following section may be revised to reflect the procedures established in collaboration with the child welfare agency, or such procedures may be incorporated into a memorandum of understanding or other document.

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in ~~their~~the school of origin, for the duration of ~~their~~the time spent in foster care, when it is in ~~their~~the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the ~~student's~~ grades shall be calculated as of the date ~~he/she~~the student left school
2. A verified court appearance or related court-ordered activity

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools. Education Code 51225.2 addresses the transferability of coursework and credits completed by foster youth, as provided below.

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the ~~foster youth did not complete the entire course, he/she~~ was not completed at the previous school, the foster youth shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course ~~that he/she did not complete at his/her previous school.~~

However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, ~~he/she~~the foster youth shall be enrolled

in the same or equivalent course, if applicable, so that he/she may continue and complete to enable the completion of the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to foster youth who transfer from school to school, there is no uniform system for calculating and awarding partial credits. To ensure consistency in the treatment of foster youth, the California Child Welfare Council (CCWC), in its "Partial Credit Model Policy and Practice Recommendations," available on its web site, recommends the approach specified in the following optional paragraph, which may be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

CSBA NOTE: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

However, when a foster youth who has completed his/her the second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she the foster youth shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her the fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for him/her the foster youth, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1)

To determine whether a foster youth is in his/her the third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her the foster youth for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for him/her the foster youth how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and no shall not grant any request for a transfer solely to qualify for an exemption shall be made by a foster youth or any person acting on behalf of a foster youth for a transfer solely to qualify the foster youth for an exemption. (Education Code 51225.1)

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while ~~he/she is~~ still enrolled in school or if ~~he/she~~ the foster youth transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within ~~his/her~~ the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the foster youth and the person holding the right to make educational decisions for ~~him/her~~ of the foster youth's youth of the option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect ~~his/her~~ the foster youth's ability to gain admission to a postsecondary educational institution
2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges
3. Upon agreement with the foster youth or, if ~~he/she is~~ under 18 years of age, the person holding the right to make educational decisions for ~~him/her~~ the foster youth, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

CSBA NOTE: Education Code 48850 provides that, when a foster youth's residence changes pursuant to a court order or decision of a child welfare worker, the student shall be immediately deemed to meet all residency requirements for participation in extracurricular activities and interscholastic sports. For additional information about eligibility requirements, see BP 6145 - Extracurricular and Cocurricular Activities.

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

CSBA NOTE: Education Code 48853, 49069.5, 51225.1, and 51225.2 require that the district's annual uniform complaint procedures notification include specified information regarding the educational rights of foster youth. See AR 1312.3 - Uniform Complaint Procedures for further information regarding this notification. Education Code 48853.5 requires the California Department of Education (CDE), in consultation with the California Foster Youth Education Task Force, to develop a standardized notice of the educational rights of foster youth and to post that notice on its web site.

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

CSBA NOTE: Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2 provide that complaints of noncompliance with specified requirements related to the education of foster youth may be filed in accordance with the uniform complaint procedures specified in 5 CCR 4600-4670. As with other complaints covered under the uniform complaint procedures, a complainant may appeal the district's decision to ~~the~~ CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 32228-32228.5	Student safety and violence prevention
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42925	Foster children educational services
Ed. Code 48645-48646	Juvenile court schools
Ed. Code 48850-48859	Education of students in foster care and students who are homeless
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Student records; definitions
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster child's education
H&S Code 120341	Foster youth; school placement; <u>and</u> immunization records
H&S Code 1522.41	Training and certification of group home administrators
H&S Code 1529.2	Training of licensed foster parents
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel

W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal

20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Management Resources

	Description
Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations
Cities, Counties and Schools Partnership Pub. Publication	Our Children: Emancipating Foster Youth, A Community Action Guide
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	Alliance for Children's Rights
Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities, Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities

0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment

5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E PDF(1)	Parental Notifications
5145.9	Hate-Motivated Behavior

5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	<u>Response To Instruction And Intervention</u>
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	<u>Student Success Teams</u>

6164.5	<u>Student Success Teams</u>
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program
9320	Meetings And Notices

Regulation 4151: Employee Compensation

Status: ADOPTED

Original Adopted Date: 02/15/2005

Teachers' Salary Schedule Policy

General Provisions Pertaining to the Salary Schedule

1. In order to attract and retain highly qualified and competent instructional personnel, the Board shall annually adopt a salary schedule for the River Delta Unified School District.
2. Salary schedules are based on the theory that experience and training improve the teacher's competency and ability to deal more effectively with the process of educating the child. If the theory be true, then it should therefore be a logical premise that the higher, a teacher is placed on the salary schedule, the more able and effective the teacher would be in working with the more complicated and difficult problems of education.

Placement on Salary Schedule

1. For placement on the salary schedule, it shall be the policy of the River Delta Unified School District that one increment step is given for each year of successful teaching experience.
2. The teaching experience shall have been a full year on a full time basis, and in the regular classes of the public schools and colleges and accredited or recognized (similar to accredited in structure and curriculum content, but has not gone through the accreditation process) private schools and colleges of the United States, and shall have been within five years of the date of application. **Should there have been a break of more than five years since the last experience, the early experience shall not count for more than one increment credit for each two years of teaching (see "Advancement" for definition of a year).**
3. Class or column placement, other than Class I, is dependent upon course work taken after the Bachelor's Degree is earned and the California credential has been received. The following shall be the criteria for placement.
 - a. Possess a regular credential
 - b. Semester hours of credits shall be used. Quarter hours shall be converted on a 2/3 basis (i.e., 1 quarter unit equals 2/3 semester unit).
 - c. The credits shall be pertinent to the teaching assignment, or to courses normally taught in the public schools of the State of California.
 - (1) They shall have upper division or graduate status.
 - (2) They shall be earned at an accredited college or university, or have been accepted at an accredited college or university, or have been accepted at an accredited college or university.
 - (3) The credits shall be pertinent to the teaching assignment, or to courses normally taught in the public schools of the State of California.
 - (4) If credential was not earned at the time of graduation, or course work was not designed to obtain a regular teaching credential at this time, then only those credits earned which would apply to the obtaining of a regular teaching credential, and those which are pertinent to the teaching assignment would be acceptable.
 - (5) All credits earned after the conditions stated in item (4) above, and are pertinent to the teaching assignment, shall be acceptable.
 - (6) It must be recognized that all worthwhile experiences and training will have some value to the teaching assignment. Therefore, the term "pertinent" is used to identify definite or very closely related courses and experiences. Determination of this must be made by the Superintendent, with appeal possibilities to the Board.
 - d. Lower division credits may be acceptable if a prerequisite for graduate work is required for work that is related to the teacher's assignment. Approval must be by the Superintendent.
 - e. Lower division credits may be acceptable if the teacher, principal, and Superintendent agree that the desired course is for the improvement of the teacher's competence and effectiveness in the classroom.

f. A grade of "C" or better must have been earned.

4. One step on the salary schedule shall be allowed for two or more years of military or peace corp service, if at least one year was served outside of the continental limits of the United States.

Advancement

1. Step advancement is automatic with each year of satisfactory service. One increment step per year may be permitted.

a. Satisfactory service shall be defined as meeting the standards of the district.

b. Should a teacher receive a rating of not meeting the district, the Board shall be appraised of the deficiency, and that individual shall have no increase in salary increment until the evaluation indicates that he does meet the standards of the district.

c. A year shall be defined the same as in the Education Code for tenure purposes, which is 75% of the days of the regular school term. (Education Code 44908).

d. Employees may appeal decisions of this provision to the Board.

2. Step and class advancement will be at the beginning of each contractual year.

3. For each 15 semester credits earned and verified, as per "Placement item #2" above, the employee shall be advanced one class increment.

4. The following district procedure shall be followed:

a. Employee completes district form outlining courses completed.

b. District form shall be accompanied by grade card or transcript which shows credits earned and grade attained. (Unless credits have already been verified and recorded.)

Anniversary Increment

1. Certificated employees, placed on the teachers' salary schedule, may receive an anniversary increment on their 18 and 23 year of teaching service.

a. Creditable teaching service includes:

(1) Teaching service from other districts credits to the teacher at the time of employment for salary purposes.

(2) Teaching service in the River Delta Unified School District where the teacher was paid for 75% or more of the total teaching days in a given school year.

b. Other service is not applicable, i.e., military, etc.

2. Certificated employees eligible for the anniversary increment must have earned for each anniversary increment, four units of pre-approved university credit that apply directly to the teaching assignment.

a. Credits must be earned as follows:

(1) After the authorization and applicable original date of this policy. (July 1, 1973).

(2) Four units must be earned after the 13 credited year of teaching and before the 18 creditable year of teaching.

(3) Four units must be earned after the 18 creditable years of teaching and before the 23 creditable year of teaching service.

(4) If all requirements for the anniversary increment have not been met by the 18 or 23 year, the increment may be received any following year when all requirements have been completed.

(5) The increment is never retroactive and shall start the September after meeting the requirement.

b. Only one increment may be allowed in any given year.

c. Applicant must have tenure in the River Delta Unified School District.

3. Contracts are written after March 1st and will be based on the official information in the personnel file in the Office of the Superintendent as of that date. Contracts so prepared for the ensuing year shall be amended upon notification of proper course work taken during the year, and in summer session, and verified by September 10th, as per Board policy (Education Code section 44840).

4. The Board of Trustees of the River Delta Unified School District retains the right, during the school year, to increase the annual salary of persons employed by the district in positions requiring certification qualifications, as per Education Code section 45032.

5. Teachers misplaced on the salary schedule be placed on the proper step and class as soon as the error has been discovered, and proper adjustments in salary will be made. Teachers shall be notified of such error prior to the adjustment.

Guidelines for Anniversary Increments

1. Purpose of the anniversary increment is to assure a study program that will aid the teacher in his/her assigned program.

a. The study program should put the teacher back in the university as a learner.

b. The student program should require:

(1) Research

(2) In-depth reading on new developments, techniques, thinking, ideas, trends, etc.

(3) Evaluation and critical analysis of research, journal and text reading lectures and other media.

c. The study program should increase the scholarly excellence of the teacher.

(1) Conferences, clinics, workshops, etc., must be more comprehensive than just the promotion of technical excellence.

(2) District planning programs shall have an approval or no approval designation before the course is started.

2. Course work must apply directly to the teaching assignment. The principal shall certify to the assignment and need.

3. Individual professional growth records shall be evaluated in determining eligibility of courses requested.

a. Where shortages are indicated, new courses will be encouraged.

b. Where excess courses in a given field are noted, additional or similar courses will be discouraged.

c. Repeat courses will not be acceptable.

4. Request must be on a district prepared application form.

5. Course work must be completed and verified by September 10 to be applicable during that contract year.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Tammy Busch, Asst. Supt. of Business Services

Item Number: 12.

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

SUBJECT:

Request to Approve Resolution #835 Authorizing the Interfund Transfer of Special or Restricted Funds for Operational or Budgetary Purposes for FY 2022-23.

BACKGROUND:

This resolution will allow the District to transfer funds from Special or Restricted funds for budgetary or operational purposes during the fiscal year of 2022-23.

STATUS:

During any fiscal year it may become necessary to permanently transfer funds from Special or Restricted funds. These are contributions made from Restricted Fund accounts. This resolution allows staff to make those adjustments if, and when they become necessary.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board approves Resolution #835 authorizing the interfund transfer of Special or Restricted Funds for operational purposes during the fiscal year 2022-23.

Time allocated: 5 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 835

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT
AUTHORIZING THE INTERFUND TRANSFER OF SPECIAL OR RESTRICTED FUNDS**

WHEREAS, the District's Board hereby intends to direct that funds held in a certain fund or account be transferred to another District fund or account for payment of obligations as authorized by Education Code section 35160 and section 42125;

WHEREAS, the transfer shall be accounted for as a transfer between funds or accounts and shall be available for appropriation or be considered income to the receiving fund or account; and

WHEREAS, amounts transferred shall not be subject to repayment to the transferring fund or account.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District, in accordance with the provisions of applicable, law hereby authorizes for fiscal year 2022-2023 the transfer of funds between the following funds provided that all transfers are directed by the District's Superintendent or Assistant Superintendent of Business Services.

General Fund #01
Adult Education Fund #11
Child Development Fund #12
Cafeteria Fund #13
Special Reserve (Non-Capital) Fund #17
Building fund Capital Projects Fund #21
Capital Facilities (Developer Fees) Fund #25
State School Facilities Fund #25
Capital Projects - Blended Component Fund #49

APPROVED, PASSED AND ADOPTED this 9 day of August 2022 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk for 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. 835 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, Board Clerk
Board of Trustees
River Delta Unified School District

August 9, 2022
Date

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Tammy Busch, Asst. Supt. of Business Services

Item Number: 13

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

SUBJECT:

Request to Approve Resolution #836 Authorizing Temporary Inter-fund Transfers (borrowing) of Special or Restricted Funds for FY 2022-23.

BACKGROUND:

This resolution will allow the district to temporarily borrow funds within those on deposit at the Sacramento County Treasury in River Delta's fund accounts. This is strictly on a short-term basis and is allowed by Education Code Section 42603 which provides districts the ability to temporarily borrow between funds to satisfy operating costs.

STATUS:

Currently, the district has positive balances in various funds that can be transferred as needed to meet operating costs. Education Code Section 42603 provides the authorization for districts to borrow between funds and sets limitations on this type of borrowing. The authorization and limitations are stated in the attached resolution.

PRESENTER: Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT: NOT APPLICABLE

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board approves Resolution #836 authorizing temporary borrowing between funds for FY 2022-23

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 836

**ESTABLISH TEMPORARY
INTERFUND TRANSFERS
OF SPECIAL OR RESTRICTED FUNDS FOR
CASH FLOW PERPOSES**

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2022-23 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or their designee:

- General Fund #01
- Adult Education #11
- Child Development Fund #12
- Cafeteria Fund #13
- Spec. Reserve (Non-Capital) Fund #17
- Building Fund Capital Projects Fund #21
- SFID #1 – South (GO Bond) Fund #22
- SFID #2-North (GO Bond) Fund #23
- Capital Facilities (Developer Fees) Fund # 25
- State School Facilities Fund #35
- Capital Project.-Blended Component Fund #49

PASSED AND ADOPTED the 9th day of August 2022 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. 836 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

August 9, 2022
Date

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Tammy Busch, Asst. Supt. of Business Services

Item Number: 14

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

SUBJECT:

Request to Approve the Proposal to Install Parking Lot Lighting at Walnut Grove Elementary School

BACKGROUND:

The parking lot along the south side of the Walnut Grove Elementary School campus has no lighting. Use of the parking lot after dark is a safety hazard because of the lack of lighting.

Status:

At the District's request, RGM Kramer solicited proposals to install two lights adjacent to this parking lot on 25' poles. Three proposals were obtained with the low price being submitted by Diversified Power Corporation Electrical Contractors, Dixon, CA. Addition of lighting at this lot will enhance safety and security.

Presenter:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure K Bond Funds not to exceed \$25,850.00.

RECOMMENDATION:

Staff recommends the Board accept the proposal from Diversified Power Corporation in the amount of \$23,500.00 and approve a contingency allowance equal to 10% of the proposal amount (\$2,350.00) to cover the cost of unforeseen work that may be discovered during the course of the work.

Time allocated: 2 minutes

**Walnut Grove Elementary School
New Parking Lot Lighting**

**Summary of Proposals
July 15, 2022**

Diversified Power Corporation Dixon, CA	\$23,500.00
Bockmon & Woody Electric Co. Stockton, CA	\$23,625.00
Pacific Power & Systems Fairfield, CA	\$39,400.00



PH (707) 678-6328
FAX (707) 678-8768
1285 Stratford Ave, PMB-316 Dixon, CA 95620
CA766894 / DIR #100001916

Diversified Power Corporation is a SBE (Small Business Enterprise) Certified Contractor

River Delta Unified School District

445 Montezuma Street

Rio Vista, CA. 94571

Attn: Eric Scheuermann, RGM Kramer

erics@rgmkramer.com

510-908-3303 (c)

Run conduit & wire from Electrical room as shown to the outside location. Then proceed with trenching, installation of conduit & wire, backfill with sand and native soil, compaction and haul off of extra spoils. Drill pole foundations, remove spoils, install rebar cages and sono tube forms, pour concrete and pull necessary wiring to each pole. Strip foundations and repair as best as possible the area after trenching. Once poles arrive, a second mobilization will be required to assemble and erect the poles by lift equipment or crane. This proposal does not include fencing off of construction area, but for additional cost can be provided. It is assumed that the school is out during the initial construction process but would probably be back in session by the time the poles arrived for installation.

Total to perform the above-mentioned scope: \$23,500.00

**BOCKMON & WOODY ELECTRIC CO., INC.
INDUSTRIAL, COMMERCIAL, & INSTITUTIONAL WIRING**

P.O. BOX 1018
STOCKTON, CA 95021
Phone: 209-464-4878
Fax: 209-465-5314
C-10 License # 588308

Bid Proposal

DATE: 7/15/2022

ATTN: River Delta Unified School District
445 Montezuma Street
Rio Vista, CA. 94571

PROJECT: Walnut Grove ES - Install Exterior Lighting

BID DATE: 7/15/2022

Bockmon & Woody Electric Co., Inc. Bid Proposal includes the following:

- Provide excavation and backfill from building to (2) new light pole locations as shown on plans
- Provide and install conduit and cabling from existing power panel to new light poles
- Provide and install new breaker in existing panel for light pole power
- Provide and install (2) new light poles, fixtures and concrete bases per plans
- Test for power and functionality
- Please allow 1-2 weeks for submittals and 4-10 weeks for shipment

Our total price for the above job is: \$23,625.00

This Bid Proposal is good for 30 days.

Work to be completed on a reasonable schedule agreed by both parties.

Bockmon & Woody Electric Co., Inc. shall not be responsible for safety violations by others.

We exclude the following from our Bid Proposal as outlined in the Plans & Specs:

1. Bonds, permits, and fees.
2. Excavation of contaminated or lime treated soils
3. Soils tests
4. Time clocks or lighting control other than specified photocell
5. Patching and painting.
6. Any additional work that is not listed in the plans & specs.
7. Overtime.

If this Proposal is acceptable please sign and fax to our office at (209)-464-2615.
(Work will not be started until Proposal is signed and return to our office).

Authorization to proceed with work:

(Signature)

(Title)

(Date)

Respectfully Submitted,

Josh Edwards
Project Manager/Estimator



**PACIFIC POWER
& SYSTEMS**

07/12/2022

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

Attn: Eric Scheuermann, RGM Kramer
Phone: 510-908-3303
Email: erics@rgmkramer.com

RE: Walnut Grove Elementary Exterior Light Pole Installation

This is our proposal for the electrical scope as outlined on the information/email and documents provided by RGM Kramer Inc. Specific scope below divisions 26 with conditions noted below. This bid price is good for 30 days. * PPS IS NOT RESPONSIBLE FOR DELAYS IN PROJECT DUE TO DELAYS IN MATERIAL CAUSED BY ECONOMY, MOTHER NATURE OR ANY PANDAMIC EXPENITURES RELEVANT TO EMPLOYEE COMPLIANCE COST. *

Pacific Power & Systems Qualifications:

- 1) All PPS employees are OSHA 10 Certified.
- 2) PPS is Prequalified with the district.

Exclusions:

- 1) Blocking and seismic wires etc. for light fixtures, electrical equipment, cord reels and projectors.
- 2) Permits, Utility Company Fee's, Site Surveying, trench Plates if needed.
- 3) SWPPP, all disposal and handling of hazardous material including light fixtures and contaminated soil.
- 4) Cut, patch & painting of all surfaces including landscape supply and install access panels if needed.
- 5) Temporary power & lighting.
- 6) Concrete, asphalt cut, patch removal & replacement including landscape.
- 7) Concrete house-keeping pads & Concrete Trench Cap.
- 8) Irrigation, sprinklers damage.
- 9) AV / Projectors/ Screens & Smartboards, Access Controls, Intrusion, Security, CCTV, ALS, Fire Alarm, PA System
Telcom Voice Data and Fiber cabling devices and equipment.
- 10) Mechanical rough in cabling devices and equipment.
- 11) Overtime pay if needed.
- 12) Bond Fee.

Inclusions:

- 1) All electrical, and lighting shown on electrical drawings, and electrical detail drawings.
- 2) Connections to all electrical equipment.
- 3) Trenching, backfill and haul off for all electrical site work.
- 4) Concrete Site Light pole bases.
- 5) Prevailing wage rates.
- 6) Certified Payroll.

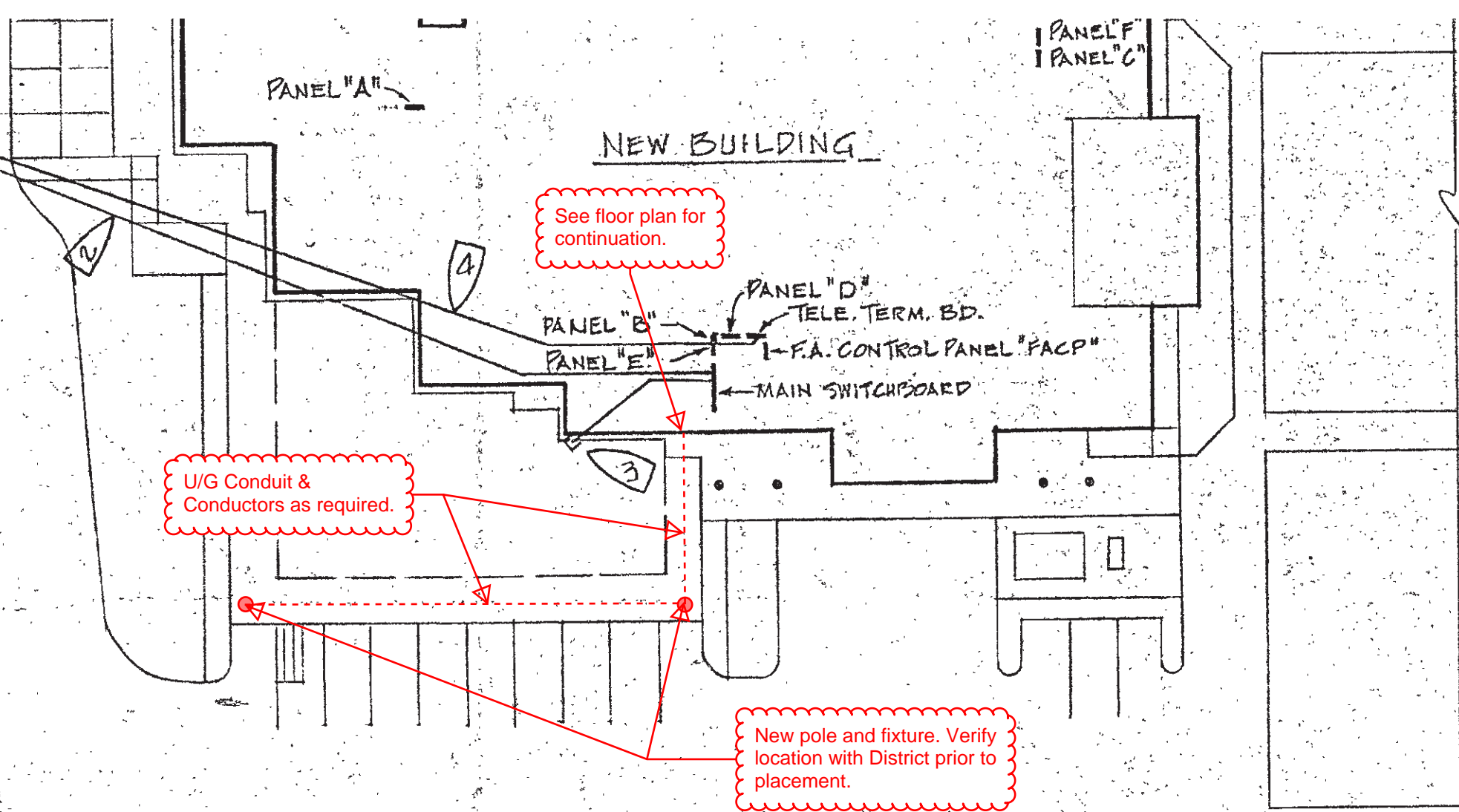
Base Bid Total for Electrical Division 26: \$ 38,400.00

Adder if needed for Bond Fee: \$ 1,000.00

Sincerely,

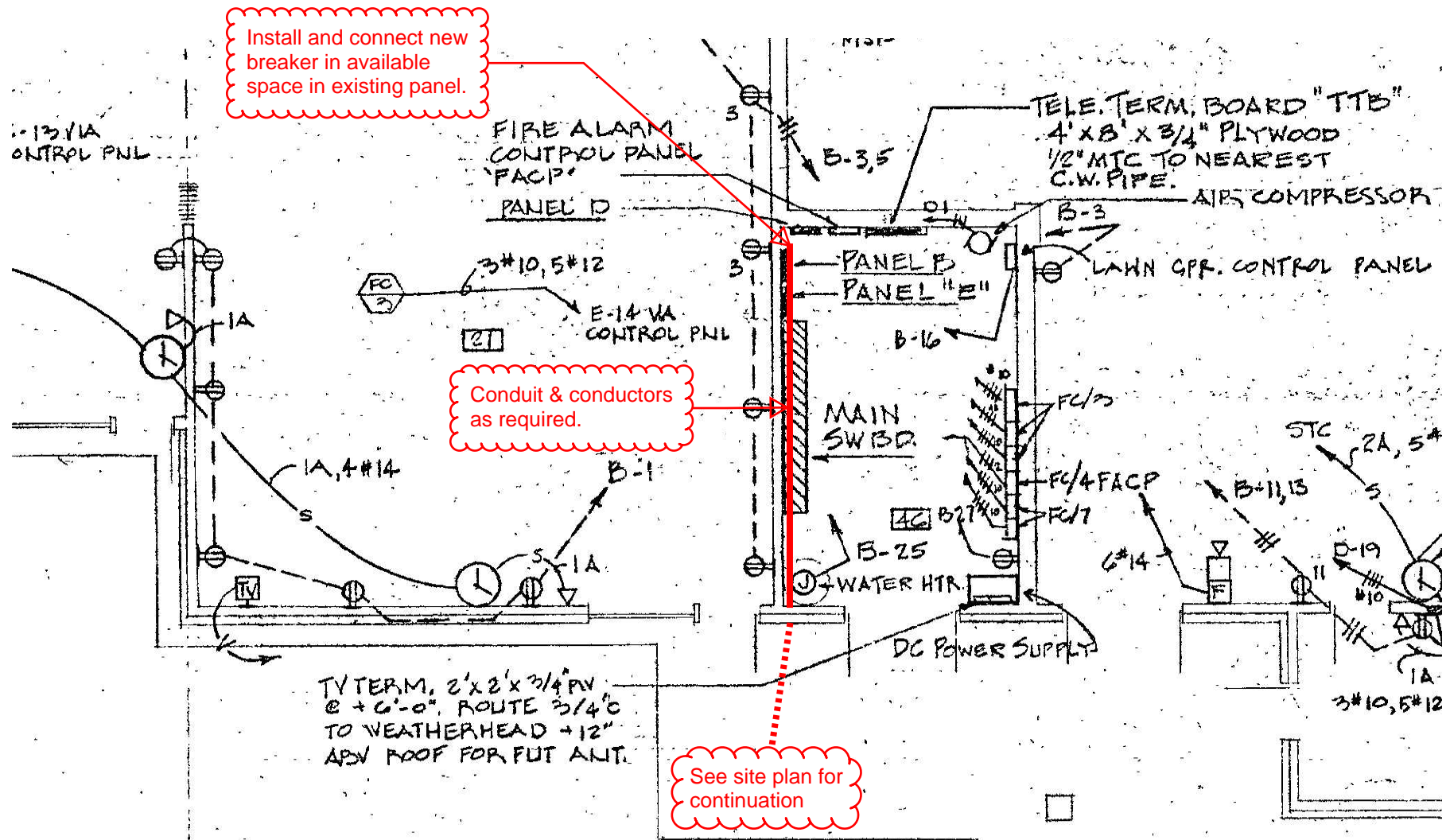
Phil Jackson

PPS Northern California
4970 Peabody Road Fairfield, CA 94533 T: (707) 437-2300 / F: (707) 437-2388
Contractor's License: 458315 C-7 C-10 DIR: 1000000158
PacificPowerSystem.com



SITE PLAN

1" = 30'-0"



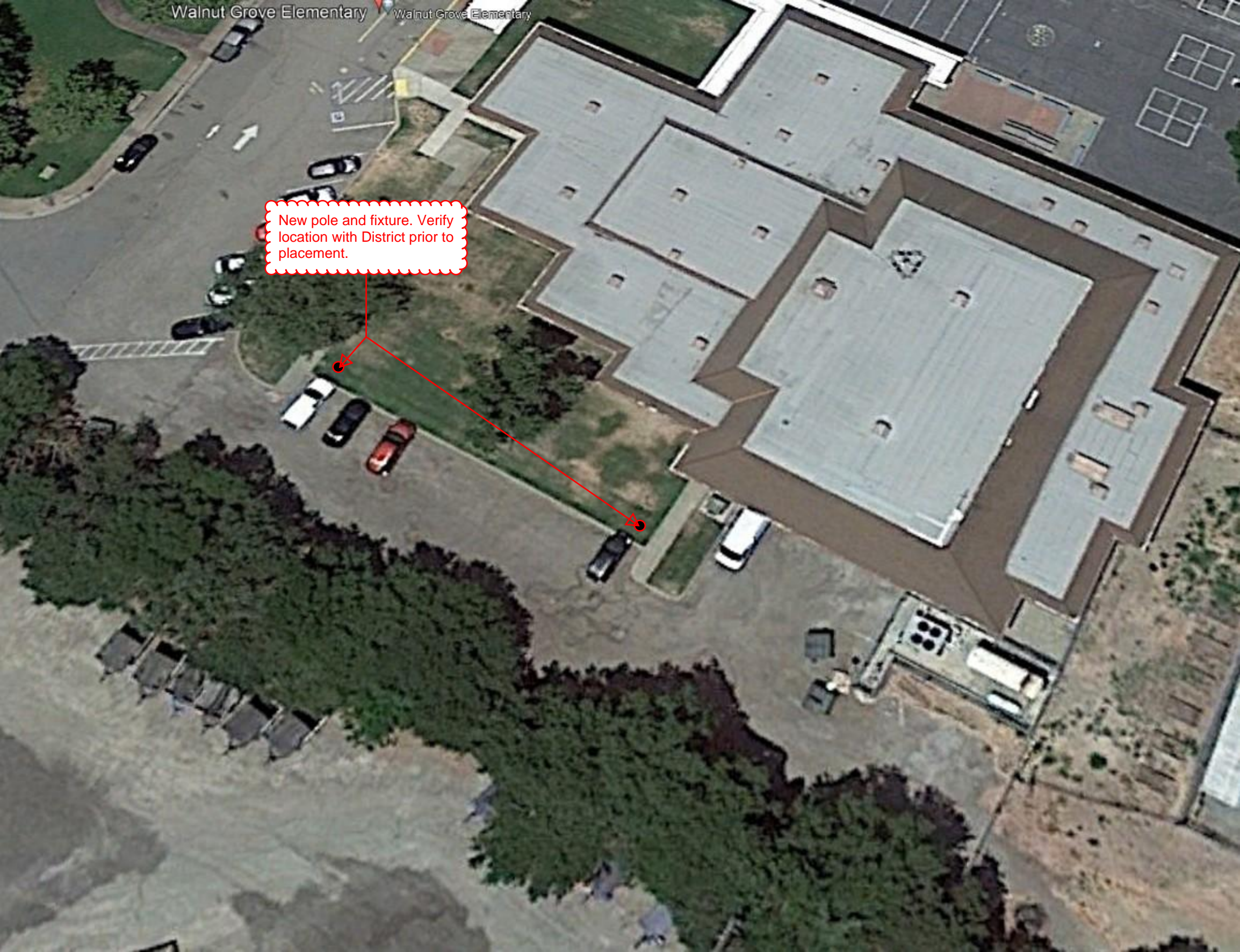
POWER PLAN

1/8" = 1'-0"

Walnut Grove Elementary

Walnut Grove Elementary

New pole and fixture. Verify location with District prior to placement.



SINGLE LUMINAIRE

LITHONIA
DSX0 LED P3 40K TFTM 120V
WITH PHOTOCELL
DARK BRONZE

4" SQ. POLE PRIMED & PAINTED 2
COATS OF QUALITY ENAMEL IN FACTORY OF
COLOR TO MATCH HEAD. TOUCH UP BY
ELECTRICAL CONTRACTOR

HANDHOLE

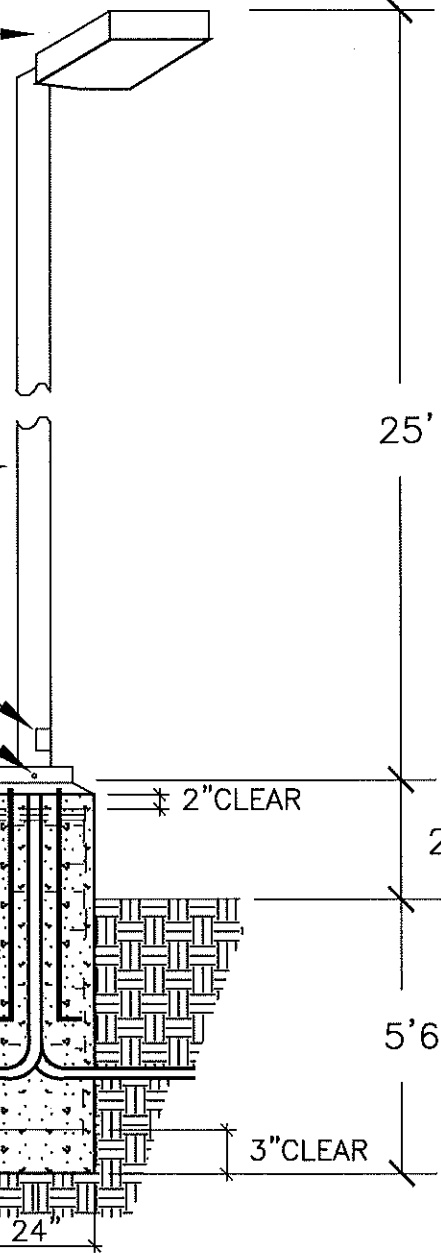
WEEPHOLE AT BASE

BASE COVER SECURELY AFFIXED
BY TAMPERPROOF SCREWS

3#2 HOOP TIES WITHIN
TOP 5" OF PEDESTAL

FINISHED GRADE/BLACKTOP
(4) 3/4" ϕ x 18" LONG ANCHOR
BOLTS W/LEVELING NUTS
W/8" ϕ BOLT CIRCLE

8#4 REBAR W/#2 HOOPS 12" O.C.
HOOPS TO BE 18" DIA.
CONCRETE BASE 24" DIA. MIN.
CONDUIT W/ CABLES
PER PLAN. PROVIDE
GROUND LUGS AT POLE BASE.



L:_Blocks\LIGHT_POLE.dwg, 7/6/2022 1:37:48 PM

PARKING LOT LIGHTING LUMINAIRE



D-Series Size 0 LED Area Luminaire

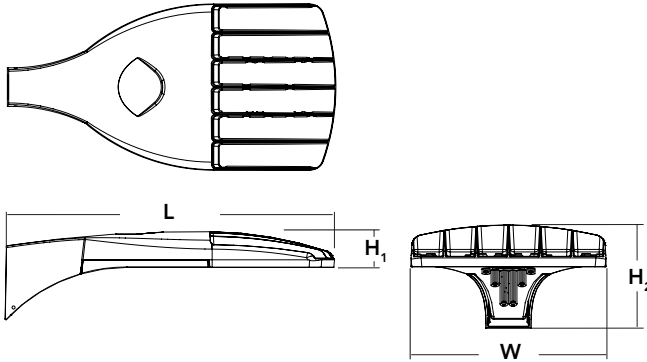


Buy American

d^{series}

Specifications

EPA:	0.95 ft ² (.09 m ²)
Length:	26" (66.0 cm)
Width:	13" (33.0 cm)
Height₁:	3" (7.62 cm)
Height₂:	7" (17.8 cm)
Weight (max):	16 lbs (7.25 kg)



Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED		EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD					
Series	LEDs	Color temperature	Distribution		Voltage	Mounting	
DSX0 LED	Forward optics P1 P5 P2 P6 P3 P7 ¹ P4	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short ²	T5S Type V short ³ T5M Type V medium ³ T5W Type V wide ³ BLC Backlight control ⁴ LCCO Left corner cutoff ⁴ RCCO Right corner cutoff ⁴	MVOLT (120V-277V) ^{5,6} XVOLT (277V-480V) ^{7,8,9} 120 ⁶ 208 ⁶ 240 ⁶ 277 ⁶ 347 ⁶ 480 ⁶	Shipped included SPA Square pole mounting RPA Round pole mounting ¹⁰ WBA Wall bracket ³ SPUMBA Square pole universal mounting adaptor ¹¹ RPUMBA Round pole universal mounting adaptor ¹¹ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ¹²	

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled ^{13,14} PIRHN Network, high/low motion/ambient sensor ¹⁵ PER NEMA twist-lock receptacle only (control ordered separate) ¹⁶ PER5 Five-pin receptacle only (control ordered separate) ^{16,17} PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate) ^{16,17} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ¹⁸	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ^{19,20} PIRHN High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc ^{19,20} PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ^{19,20} PIRHN1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ^{19,20} FAO Field adjustable output ²¹	Shipped installed HS House-side shield ²² SF Single fuse (120, 277, 347V) ⁶ DF Double fuse (208, 240, 480V) ⁶ L90 Left rotated optics ² R90 Right rotated optics ² DDL Diffused drop lens ²² HA 50°C ambient operations ¹ BAA Buy America(n) Act Compliant Shipped separately BS Bird spikes ²³ EGS External glare shield
		DDBXD Dark bronze DDBXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DDLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white



Ordering Information

Accessories

Ordered and shipped separately.

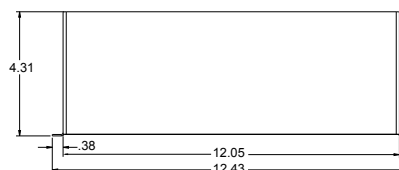
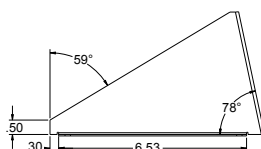
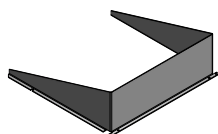
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²⁴
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (120-277V) ²⁴
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²⁴
DSHORT SBK U	Shorting cap ²⁴
DSX0HS 20C U	House-side shield for P1,P2,P3 and P4 ²²
DSX0HS 30C U	House-side shield for P10,P11,P12 and P13 ²²
DSX0HS 40C U	House-side shield for P5,P6 and P7 ²²
DSX0DDL U	Diffused drop lens (polycarbonate) ²²
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish) ²³
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ²³
DSX0EGS (FINISH) U	External glare shield

For more control options, visit [DTL](#) and [ROAM](#) online. Link to [nLight Air 2](#)

NOTES

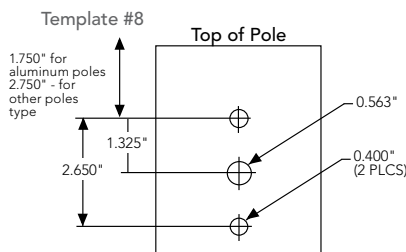
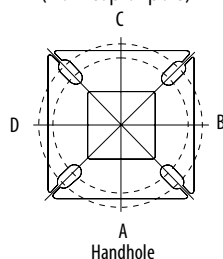
- HA not available with P4, P7, and P13.
- P10, P11, P12 and P13 and rotated options (L90 or R90) only available together.
- Any Type 5 distribution with photocell, is not available with WBA.
- Not available with HS or DDL.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).
- XVOLT only suitable for use with P4, P7 and P13.
- XVOLT operates with any voltage between 277V and 480V.
- XVOLT not available with fusing (SF or DF) and not available with PIR, PIRH, PIR1FC3V, PIRH1FC3V.
- Suitable for mounting to round poles between 3.5" and 12" diameter.
- Universal mounting brackets intended for retrofit on existing pre-drilled poles only. 1.5 G vibration load rating per ANCI C136.31. Only usable when pole's drill pattern is NOT Lithonia template #8.
- Must order fixture with SPA mounting. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" diameter mast arm (not included).
- Must be ordered with PIRHN.
- Sensor cover available only in dark bronze, black, white and natural aluminum colors.
- Must be ordered with NLTAIR2. For more information on nLight Air 2 visit [this link](#).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- If ROAM[®] node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Shorting Cap included.
- DMG not available with PIRHN, PER5, PER7, PIR, PIRH, PIR1FC3V or PIRH1FC3V, FAO.
- Reference Controls Options table on page 4.
- Reference Motion Sensor Default Table on page 4 to see functionality.
- Not available with other dimming controls options.
- Not available with BLC, LCCO and RCCO distribution.
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- For retrofit use only. Only usable when pole's drill pattern is NOT Lithonia template #8

EGS – External Glare Shield



Drilling

HANDHOLE ORIENTATION (from top of pole)



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	2-7/8"	2-7/8"	3.5"	3.5"		3.5"
RPA	#8	2-7/8"	2-7/8"	3.5"	3.5"	3"	3.5"
SPUMBA	#5	2-7/8"	3"	4"	4"		4"
RPUMBA	#5	2-7/8"	3.5"	5"	5"	3.5"	5"

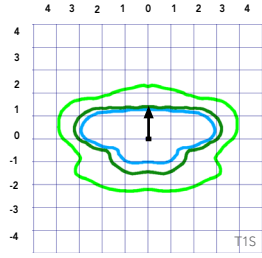
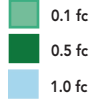
DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

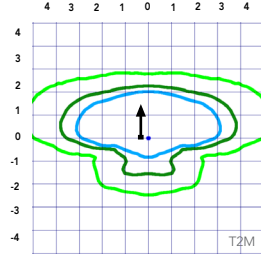
Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 LED	0.950	1.900	1.830	2.850	2.850	3.544

Isofootcandle plots for the DSX0 LED 40C 1000 40K. Distances are in units of mounting height (20').

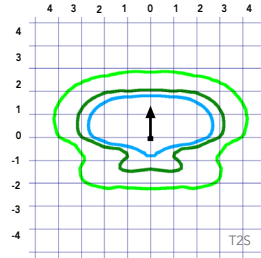
LEGEND



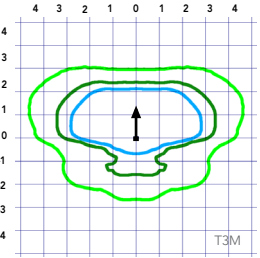
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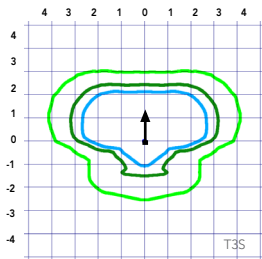
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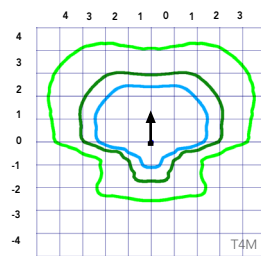
Test No. LTL23457P25 tested in accordance with IESNA LM-79-08.



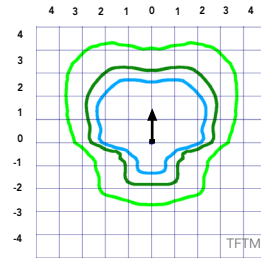
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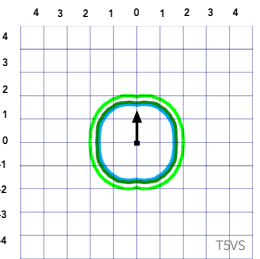
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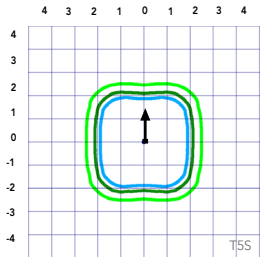
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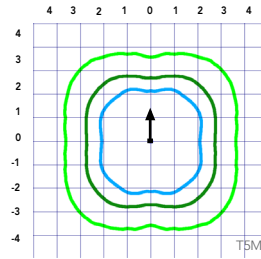
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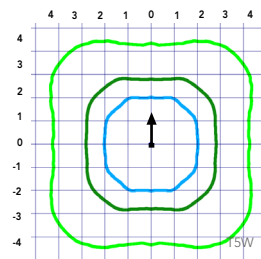
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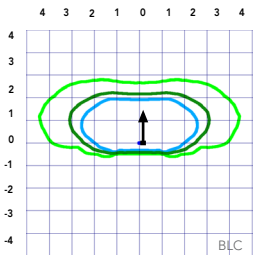
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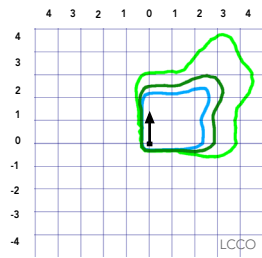
Test No.



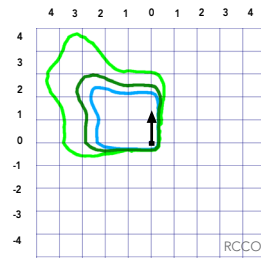
Test No. LTL23451P25 tested in accordance with IESNA LM-79-08.



Test No.



Test No.



Test No.

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°C	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
25,000	0.96
50,000	0.92
100,000	0.85

Motion Sensor Default Settings

Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*for use when motion sensor is used as dusk to dawn control.

Electrical Load

					Current (A)					
	Performance Package	LED Count	Drive Current	Wattage	120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	20	530	38	0.32	0.18	0.15	0.15	0.10	0.08
	P2	20	700	49	0.41	0.23	0.20	0.19	0.14	0.11
	P3	20	1050	71	0.60	0.37	0.32	0.27	0.21	0.15
	P4	20	1400	92	0.77	0.45	0.39	0.35	0.28	0.20
	P5	40	700	89	0.74	0.43	0.38	0.34	0.26	0.20
	P6	40	1050	134	1.13	0.65	0.55	0.48	0.39	0.29
	P7	40	1300	166	1.38	0.80	0.69	0.60	0.50	0.37
Rotated Optics (Requires L90 or R90)	P10	30	530	53	0.45	0.26	0.23	0.21	0.16	0.12
	P11	30	700	72	0.60	0.35	0.30	0.27	0.20	0.16
	P12	30	1050	104	0.88	0.50	0.44	0.39	0.31	0.23
	P13	30	1300	128	1.08	0.62	0.54	0.48	0.37	0.27

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire
PIR or PIRH	Motion sensors with integral photocell. PIR for 8-15' mounting; PIRH for 15-30' mounting	Luminaires dim when no occupancy is detected.	Acuity Controls SBGR	Also available with PIRH1FC3V when the sensor photocell is used for dusk-to-dawn operation.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air rSDGR	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics																			
Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	20	530	38W	T1S	4,369	1	0	1	115	4,706	1	0	1	124	4,766	1	0	1	125
				T2S	4,364	1	0	1	115	4,701	1	0	1	124	4,761	1	0	1	125
				T2M	4,387	1	0	1	115	4,726	1	0	1	124	4,785	1	0	1	126
				T3S	4,248	1	0	1	112	4,577	1	0	1	120	4,634	1	0	1	122
				T3M	4,376	1	0	1	115	4,714	1	0	1	124	4,774	1	0	1	126
				T4M	4,281	1	0	1	113	4,612	1	0	2	121	4,670	1	0	2	123
				TFTM	4,373	1	0	1	115	4,711	1	0	2	124	4,771	1	0	2	126
				TSVS	4,548	2	0	0	120	4,900	2	0	0	129	4,962	2	0	0	131
				T5S	4,552	2	0	0	120	4,904	2	0	0	129	4,966	2	0	0	131
				T5M	4,541	3	0	1	120	4,891	3	0	1	129	4,953	3	0	1	130
				TSW	4,576	3	0	2	120	4,929	3	0	2	130	4,992	3	0	2	131
				BLC	3,586	1	0	1	94	3,863	1	0	1	102	3,912	1	0	1	103
				LCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
				RCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
P2	20	700	49W	T1S	5,570	1	0	1	114	6,001	1	0	1	122	6,077	2	0	2	124
				T2S	5,564	1	0	2	114	5,994	1	0	2	122	6,070	2	0	2	124
				T2M	5,593	1	0	1	114	6,025	1	0	1	123	6,102	1	0	1	125
				T3S	5,417	1	0	2	111	5,835	1	0	2	119	5,909	2	0	2	121
				T3M	5,580	1	0	2	114	6,011	1	0	2	123	6,087	1	0	2	124
				T4M	5,458	1	0	2	111	5,880	1	0	2	120	5,955	1	0	2	122
				TFTM	5,576	1	0	2	114	6,007	1	0	2	123	6,083	1	0	2	124
				TSVS	5,799	2	0	0	118	6,247	2	0	0	127	6,327	2	0	0	129
				T5S	5,804	2	0	0	118	6,252	2	0	0	128	6,332	2	0	1	129
				T5M	5,789	3	0	1	118	6,237	3	0	1	127	6,316	3	0	1	129
				TSW	5,834	3	0	2	119	6,285	3	0	2	128	6,364	3	0	2	130
				BLC	4,572	1	0	1	93	4,925	1	0	1	101	4,987	1	0	1	102
				LCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
				RCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
P3	20	1050	71W	T1S	7,833	2	0	2	110	8,438	2	0	2	119	8,545	2	0	2	120
				T2S	7,825	2	0	2	110	8,429	2	0	2	119	8,536	2	0	2	120
				T2M	7,865	2	0	2	111	8,473	2	0	2	119	8,580	2	0	2	121
				T3S	7,617	2	0	2	107	8,205	2	0	2	116	8,309	2	0	2	117
				T3M	7,846	2	0	2	111	8,452	2	0	2	119	8,559	2	0	2	121
				T4M	7,675	2	0	2	108	8,269	2	0	2	116	8,373	2	0	2	118
				TFTM	7,841	2	0	2	110	8,447	2	0	2	119	8,554	2	0	2	120
				TSVS	8,155	3	0	0	115	8,785	3	0	0	124	8,896	3	0	0	125
				T5S	8,162	3	0	1	115	8,792	3	0	1	124	8,904	3	0	1	125
				T5M	8,141	3	0	2	115	8,770	3	0	2	124	8,881	3	0	2	125
				TSW	8,204	3	0	2	116	8,838	4	0	2	124	8,950	4	0	2	126
				BLC	6,429	1	0	2	91	6,926	1	0	2	98	7,013	1	0	2	99
				LCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
				RCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
P4	20	1400	92W	T1S	9,791	2	0	2	106	10,547	2	0	2	115	10,681	2	0	2	116
				T2S	9,780	2	0	2	106	10,536	2	0	2	115	10,669	2	0	2	116
				T2M	9,831	2	0	2	107	10,590	2	0	2	115	10,724	2	0	2	117
				T3S	9,521	2	0	2	103	10,256	2	0	2	111	10,386	2	0	2	113
				T3M	9,807	2	0	2	107	10,565	2	0	2	115	10,698	2	0	2	116
				T4M	9,594	2	0	2	104	10,335	2	0	3	112	10,466	2	0	3	114
				TFTM	9,801	2	0	2	107	10,558	2	0	2	115	10,692	2	0	2	116
				TSVS	10,193	3	0	1	111	10,981	3	0	1	119	11,120	3	0	1	121
				T5S	10,201	3	0	1	111	10,990	3	0	1	119	11,129	3	0	1	121
				T5M	10,176	4	0	2	111	10,962	4	0	2	119	11,101	4	0	2	121
				TSW	10,254	4	0	3	111	11,047	4	0	3	120	11,186	4	0	3	122
				BLC	8,036	1	0	2	87	8,656	1	0	2	94	8,766	1	0	2	95
				LCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71
				RCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics																			
Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	40	700	89W	T1S	10,831	2	0	2	122	11,668	2	0	2	131	11,816	2	0	2	133
				T2S	10,820	2	0	2	122	11,656	2	0	2	131	11,803	2	0	2	133
				T2M	10,876	2	0	2	122	11,716	2	0	2	132	11,864	2	0	2	133
				T3S	10,532	2	0	2	118	11,346	2	0	2	127	11,490	2	0	2	129
				T3M	10,849	2	0	2	122	11,687	2	0	2	131	11,835	2	0	2	133
				T4M	10,613	2	0	3	119	11,434	2	0	3	128	11,578	2	0	3	130
				TFTM	10,842	2	0	2	122	11,680	2	0	2	131	11,828	2	0	2	133
				TSVS	11,276	3	0	1	127	12,148	3	0	1	136	12,302	3	0	1	138
				T5S	11,286	3	0	1	127	12,158	3	0	1	137	12,312	3	0	1	138
				T5M	11,257	4	0	2	126	12,127	4	0	2	136	12,280	4	0	2	138
				T5W	11,344	4	0	3	127	12,221	4	0	3	137	12,375	4	0	3	139
				BLC	8,890	1	0	2	100	9,576	1	0	2	108	9,698	1	0	2	109
				LCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
				RCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
P6	40	1050	134W	T1S	14,805	3	0	3	110	15,949	3	0	3	119	16,151	3	0	3	121
				T2S	14,789	3	0	3	110	15,932	3	0	3	119	16,134	3	0	3	120
				T2M	14,865	3	0	3	111	16,014	3	0	3	120	16,217	3	0	3	121
				T3S	14,396	3	0	3	107	15,509	3	0	3	116	15,705	3	0	3	117
				T3M	14,829	2	0	3	111	15,975	3	0	3	119	16,177	3	0	3	121
				T4M	14,507	2	0	3	108	15,628	3	0	3	117	15,826	3	0	3	118
				TFTM	14,820	2	0	3	111	15,965	3	0	3	119	16,167	3	0	3	121
				TSVS	15,413	4	0	1	115	16,604	4	0	1	124	16,815	4	0	1	125
				T5S	15,426	3	0	1	115	16,618	4	0	1	124	16,828	4	0	1	126
				T5M	15,387	4	0	2	115	16,576	4	0	2	124	16,786	4	0	2	125
				T5W	15,506	4	0	3	116	16,704	4	0	3	125	16,915	4	0	3	126
				BLC	12,151	1	0	2	91	13,090	1	0	2	98	13,255	1	0	2	99
				LCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
				RCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
P7	40	1300	166W	T1S	17,023	3	0	3	103	18,338	3	0	3	110	18,570	3	0	3	112
				T2S	17,005	3	0	3	102	18,319	3	0	3	110	18,551	3	0	3	112
				T2M	17,092	3	0	3	103	18,413	3	0	3	111	18,646	3	0	3	112
				T3S	16,553	3	0	3	100	17,832	3	0	3	107	18,058	3	0	3	109
				T3M	17,051	3	0	3	103	18,369	3	0	3	111	18,601	3	0	3	112
				T4M	16,681	3	0	3	100	17,969	3	0	3	108	18,197	3	0	3	110
				TFTM	17,040	3	0	3	103	18,357	3	0	4	111	18,590	3	0	4	112
				TSVS	17,723	4	0	1	107	19,092	4	0	1	115	19,334	4	0	1	116
				T5S	17,737	4	0	2	107	19,108	4	0	2	115	19,349	4	0	2	117
				T5M	17,692	4	0	2	107	19,059	4	0	2	115	19,301	4	0	2	116
				T5W	17,829	5	0	3	107	19,207	5	0	3	116	19,450	5	0	3	117
				BLC	13,971	2	0	2	84	15,051	2	0	2	91	15,241	2	0	2	92
				LCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68
				RCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Rotated Optics																			
Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	30	530	53W	T1S	6,727	2	0	2	127	7,247	3	0	3	137	7,339	3	0	3	138
				T2S	6,689	3	0	3	126	7,205	3	0	3	136	7,297	3	0	3	138
				T2M	6,809	3	0	3	128	7,336	3	0	3	138	7,428	3	0	3	140
				T3S	6,585	3	0	3	124	7,094	3	0	3	134	7,183	3	0	3	136
				T3M	6,805	3	0	3	128	7,331	3	0	3	138	7,424	3	0	3	140
				T4M	6,677	3	0	3	126	7,193	3	0	3	136	7,284	3	0	3	137
				TFTM	6,850	3	0	3	129	7,379	3	0	3	139	7,472	3	0	3	141
				TSVS	6,898	3	0	0	130	7,431	3	0	0	140	7,525	3	0	0	142
				T5S	6,840	2	0	1	129	7,368	2	0	1	139	7,461	2	0	1	141
				TSM	6,838	3	0	1	129	7,366	3	0	2	139	7,460	3	0	2	141
				TSW	6,777	3	0	2	128	7,300	3	0	2	138	7,393	3	0	2	139
				BLC	5,626	2	0	2	106	6,060	2	0	2	114	6,137	2	0	2	116
				LCCO	4,018	1	0	2	76	4,328	1	0	2	82	4,383	1	0	2	83
				RCCO	4,013	3	0	3	76	4,323	3	0	3	82	4,377	3	0	3	83
P11	30	700	72W	T1S	8,594	3	0	3	119	9,258	3	0	3	129	9,376	3	0	3	130
				T2S	8,545	3	0	3	119	9,205	3	0	3	128	9,322	3	0	3	129
				T2M	8,699	3	0	3	121	9,371	3	0	3	130	9,490	3	0	3	132
				T3S	8,412	3	0	3	117	9,062	3	0	3	126	9,177	3	0	3	127
				T3M	8,694	3	0	3	121	9,366	3	0	3	130	9,484	3	0	3	132
				T4M	8,530	3	0	3	118	9,189	3	0	3	128	9,305	3	0	3	129
				TFTM	8,750	3	0	3	122	9,427	3	0	3	131	9,546	3	0	3	133
				TSVS	8,812	3	0	0	122	9,493	3	0	0	132	9,613	3	0	0	134
				T5S	8,738	3	0	1	121	9,413	3	0	1	131	9,532	3	0	1	132
				TSM	8,736	3	0	2	121	9,411	3	0	2	131	9,530	3	0	2	132
				TSW	8,657	4	0	2	120	9,326	4	0	2	130	9,444	4	0	2	131
				BLC	7,187	3	0	3	100	7,742	3	0	3	108	7,840	3	0	3	109
				LCCO	5,133	1	0	2	71	5,529	1	0	2	77	5,599	1	0	2	78
				RCCO	5,126	3	0	3	71	5,522	3	0	3	77	5,592	3	0	3	78
P12	30	1050	104W	T1S	12,149	3	0	3	117	13,088	3	0	3	126	13,253	3	0	3	127
				T2S	12,079	4	0	4	116	13,012	4	0	4	125	13,177	4	0	4	127
				T2M	12,297	3	0	3	118	13,247	3	0	3	127	13,415	3	0	3	129
				T3S	11,891	4	0	4	114	12,810	4	0	4	123	12,972	4	0	4	125
				T3M	12,290	3	0	3	118	13,239	4	0	4	127	13,407	4	0	4	129
				T4M	12,058	4	0	4	116	12,990	4	0	4	125	13,154	4	0	4	126
				TFTM	12,369	4	0	4	119	13,325	4	0	4	128	13,494	4	0	4	130
				TSVS	12,456	3	0	1	120	13,419	3	0	1	129	13,589	4	0	1	131
				T5S	12,351	3	0	1	119	13,306	3	0	1	128	13,474	3	0	1	130
				TSM	12,349	4	0	2	119	13,303	4	0	2	128	13,471	4	0	2	130
				TSW	12,238	4	0	3	118	13,183	4	0	3	127	13,350	4	0	3	128
				BLC	10,159	3	0	3	98	10,944	3	0	3	105	11,083	3	0	3	107
				LCCO	7,256	1	0	3	70	7,816	1	0	3	75	7,915	1	0	3	76
				RCCO	7,246	3	0	3	70	7,806	4	0	4	75	7,905	4	0	4	76
P13	30	1300	128W	T1S	14,438	3	0	3	113	15,554	3	0	3	122	15,751	3	0	3	123
				T2S	14,355	4	0	4	112	15,465	4	0	4	121	15,660	4	0	4	122
				T2M	14,614	3	0	3	114	15,744	4	0	4	123	15,943	4	0	4	125
				T3S	14,132	4	0	4	110	15,224	4	0	4	119	15,417	4	0	4	120
				T3M	14,606	4	0	4	114	15,735	4	0	4	123	15,934	4	0	4	124
				T4M	14,330	4	0	4	112	15,438	4	0	4	121	15,633	4	0	4	122
				TFTM	14,701	4	0	4	115	15,836	4	0	4	124	16,037	4	0	4	125
				TSVS	14,804	4	0	1	116	15,948	4	0	1	125	16,150	4	0	1	126
				T5S	14,679	3	0	1	115	15,814	3	0	1	124	16,014	3	0	1	125
				TSM	14,676	4	0	2	115	15,810	4	0	2	124	16,010	4	0	2	125
				TSW	14,544	4	0	3	114	15,668	4	0	3	122	15,866	4	0	3	124
				BLC	7919	3	0	3	62	8531	3	0	3	67	8639	3	0	3	67
				LCCO	5145	1	0	2	40	5543	1	0	2	43	5613	1	0	2	44
				RCCO	5139	3	0	3	40	5536	3	0	3	43	5606	3	0	3	44

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.95 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L85/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensors with on-board photocells feature field-adjustable programming and are suitable for mounting heights up to 30 feet.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern (template #8). Optional terminal block and NEMA photocontrol receptacle are also available.

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C to 50°C ambient with HA option. U.S. Patent No. D672,492 S. International patent pending.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

BUY AMERICAN

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 15.

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

SUBJECT:

Request to Approve the Provisional Internship Permits as authorized by the Commission on Teacher Credentialing for 2022-2023 school year.

BACKGROUND:

Due to the unavailability of fully qualified and acceptable teaching candidates to teach for the 2022-2023 school year, RDUSD has had to assign teachers under the provision of a Provisional Internship Permit as authorized by the Commission on Teacher Credentialing.

STATUS:

Public posting, attached, was posted August 5, 2022 – August 9, 2022. Applicants have been prepared and are ready to be submitted to the commission on Teacher Credentialing for, Noemi Alcaraz Walnut Grove Elementary, Maria Arely Moreno Soto Walnut Grove Elementary, Graciela Roman Rio Vista High, Maria Aguilar Duran Rio Vista High.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Provisional Internship Permits Request for Noemi Alcaraz, Maria Arely Moreno Soto, Graciela Roman, and Maria Aguilar Duran.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

PUBLIC NOTICE

INTENT TO REQUEST A PROVISIONAL INTERNSHIP PERMITS (PIP) FROM THE COMMISSION ON TEACHER CREDENTIALING

I, Katherine Wright, Superintendent for River Delta Unified School District do hereby declare that a need has been shown that the district is currently unable to recruit fully qualified and acceptable teaching candidates. Therefore, it is my intent to employ the following people under the provisions of a Provisional Internship Permit as authorized by the California Commission on Teacher Credentialing.

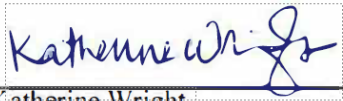
Noemi Alcaraz	Walnut Grove Elementary	Multiple Subject Credential
Graciela Roman	Rio Vista High School	Single Subject Credential Mathematics
Maria Aguilar Duran	Rio Vista High School	Single Subject Credential Spanish
Maria Arely Moreno Soto	Walnut Grove Elementary	Multiple Subject Credential
Alfonso Valles	Delta High/Clarksburg Middle	Single Subject Ed. Specialist
Gisela Camacho	Delta High/Clarksburg Middle	Single Subject Ed. Specialist

As required by law, this notice will be posted in a public place for a minimum of Seventy-two (72) hours. The period of this posting shall commence on Friday, August 5, 2022, at 5:00 p.m. and will end on Tuesday, August 9, 2022, at 5:00 p.m.

Any person having an objection to the use of a Provisional Internship Permit for the filing of the above-mentioned teaching positions shall submit such objection in writing to Superintendent, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTE: The Board of Trustees encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, contact the Superintendent's Office at (707) 374-1711 at least 48 hours before the scheduled meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132).]

8-5-22
Dated


Katherine Wright,
Superintendent

PLEASE POST

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

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

AVISO PUBLICO

INTENCION DE SOLICITAR UN PERMISO DE PASANTIA PROVISIONAL (PIP) DE LA COMISION DE CREDENCIALIZACION DE MAESTROS

Yo, Katherine Wright, la Superintendente del Distrito Escolar Unificado River Delta declaro por lo presente que se ha demostrado una necesidad de que el distrito no puede reclutar actualmente candidatos docentes aceptables y completamente calificados. Por lo tanto, tengo la intención de emplear a las siguientes personas bajo las disposiciones de una exención de plazo variable autorizada por la Comisión de Acreditación de Maestros de California.

Noemi Alcaraz	Walnut Grove Elementary	Credencial de Sujeto Multiple
Graciela Roman	Rio Vista High School	Matematicas con Credencial de Una Sola Materia
Maria Aguilar Duran	Rio Vista High School	Español con Credencial de Una Sola Materia
Maria Arely Moreno Soto	Walnut Grove Elementary	Credencial de Sujeto Multiple
Alfonso Valles	Delta High/Clarksburg Middle	Especialista de Ed. De Un Solo Sujeto
Gisela Camacho	Delta High/Clarksburg Middle	Especialista de Ed. De Un Solo Sujeto

Según lo exige la ley, este aviso se publicará en un lugar público durante un mínimo de setenta y dos (72) horas. El período de esta publicación comenzará el viernes 5 de agosto de 2022 a las 5:00 pm y finalizará el martes 9 de agosto de 2022 a las 5:00 pm.

Cualquier persona que tenga una objeción al uso de un permiso de pasantía provisional (PIP) para la presentación de los puestos docentes mencionados anteriormente deberá presentar dicha objeción por escrito a la Superintendente, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTA: La Junta Directiva alienta a las personas con discapacidades a participar plenamente en el proceso de la reunión pública. Si necesita una modificación o adaptación relacionada con una discapacidad, incluidos servicios o ayudas auxiliares, para participar en la reunión pública, comuníquese con la Oficina del Superintendente al (707) 374-1711 al menos 48 horas antes de la reunión programada para que podamos hacer todos los esfuerzos razonables. esfuerzo por complacerte. [Código de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. §12132).]

8-5-22

Dated

Katherine Wright,
Superintendent

POR FAVOR PUBLICAR

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

Walnut Grove School
D. H. White Elementary
River Delta High/Elementary School
Delta Elementary Charter School

Delta High School
Rio Vista High School
River Delta Community Day School

Wind River School
Mokelumne High School

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 9, 2022

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 16

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

SUBJECT:

Request to Approve the Variable-Term Waiver as authorized by the Commission on Teacher Credentialing for 2022-2023 school year.

BACKGROUND:

Due to the unavailability of fully qualified and acceptable teaching candidates to teach for the 2022-2023 school year, RDUSD has had to assign teachers under the provision of a Variable-Term Waiver as authorized by the Commission on Teacher Credentialing.

STATUS:

Public posting, attached, was posted August 5, 2022 – August 9, 2022. Applicants have been prepared and are ready to be submitted to the commission on Teacher Credentialing for, Veronica Whiteley Bates Elementary

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Variable-Term Waiver Request for Veronica Whiteley

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

PUBLIC NOTICE

I, Katherine Wright, Superintendent for River Delta Unified School District do hereby declare that a need has been shown that the district is currently unable to recruit fully qualified and acceptable teaching candidates. Therefore, it is my intent to employ the following people under the provisions of a variable-term waiver as authorized by the California Commission on Teacher Credentialing.

Veronica Whiteley Bates Elementary Multiple Subject Credential w/ BCLAD

As required by law, this notice will be posted in a public place for a minimum of Seventy-two (72) hours. The period of this posting shall commence on Friday, August 5, 2022, at 5:00 p.m. and will end on Tuesday, August 9, 2022, at 5:00 p.m.

Any person having an objection to the use of a variable-term waiver for the filing of the above-mentioned teaching positions shall submit such objection in writing to Superintendent, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTE: The Board of Trustees encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, contact the Superintendent's Office at (707) 374-1711 at least 48 hours before the scheduled meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132).]

8-5-22

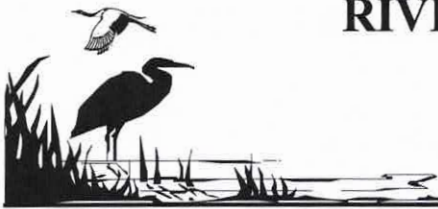
Dated

Katherine Wright,
Superintendent

PLEASE POST

Creating Excellence To Ensure That All Students Learn

Bates School	Isleton School	Walnut Grove School	Delta High School	Wind River School
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	Delta Elementary Charter School			



RIVER DELTA UNIFIED SCHOOL DISTRICT

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AVISO PUBLICO

Yo, Katherine Wright, la Superintendente del Distrito Escolar Unificado River Delta declaro por lo presente que se ha demostrado una necesidad de que el distrito no puede reclutar actualmente candidatos docentes aceptables y completamente calificados. Por lo tanto, tengo la intención de emplear a las siguientes personas bajo las disposiciones de una exención de plazo variable autorizada por la Comisión de Acreditación de Maestros de California.

Veronica Whiteley

Bates Elementary

Credencial de sujeto multiple con BCLAD

Según lo exige la ley, este aviso se publicará en un lugar público durante un mínimo de setenta y dos (72) horas. El período de esta publicación comenzará el viernes 5 de agosto de 2022 a las 5:00 pm y finalizará el martes 9 de agosto de 2022 a las 5:00 pm.

Cualquier persona que tenga una objeción al uso de una exención de plazo variable para la presentación de los puestos docentes mencionados anteriormente deberá presentar dicha objeción por escrito a la Superintendente, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTA: La Junta Directiva alienta a las personas con discapacidades a participar plenamente en el proceso de la reunión pública. Si necesita una modificación o adaptación relacionada con una discapacidad, incluidos servicios o ayudas auxiliares, para participar en la reunión pública, comuníquese con la Oficina del Superintendente al (707) 374-1711 al menos 48 horas antes de la reunión programada para que podamos hacer todos los esfuerzos razonables. esfuerzo por complacerte. [Código de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. §12132).]

8/5/22

Fecha

Katherine Wright
Superintendente

POR FAVOR PUBLICAR

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

Creating Excellence To Ensure That All Students Learn

Walnut Grove School
D. H. White Elementary
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