

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

**May 9, 2023 ♦ General Open Session 6:30pm
Clarksburg Middle School • Clarksburg, CA**

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

ADDRESSING THE BOARD: Anyone may address the Board regarding any subject that is within the Board's subject-matter jurisdiction [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. The Board of Trustees welcomes public participation, consistent with the Brown Act, on items that appear on the agenda and those items that are not appearing on the agenda. **If you wish to address the Board during the Public Comment section of the meeting or during the corresponding item section, you must complete and submit an electronic Public Comment Card or submit a paper Public Comment Card to the Executive Assistant or designee prior to the General Open Session of the meeting.** Individuals are not required to sign in, or otherwise disclose their name or other information as a condition to attend a meeting or address the Board. You will be called upon to speak during the Public Comment section or the specified agenda item you have selected. If you prefer not to provide your name, you will need to provide how you wish to be identified when called upon. If you are attending the School Board meeting via Zoom please make sure that the name on the Public Comment Card matches the name you enter when joining the Zoom Meeting. **However, understand the Board may not take action on any item which is not listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323), The Board may ask clarifying questions related to the public comments made on items appearing on the agenda or the Board may refer such matter to the Superintendent or designee. (Education Code 35145.5, Government Code 54954.2). **Individual speakers shall be allowed three minutes to address the Board on any agenda item or non-agenda item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {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.} **If you have a comment or complaint regarding a specific employee, please refrain from making a public comment and contact the employee's supervisor for resolution.**

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
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 Stone ____; Member Jelly ____; Member Riley ____; Member Casillas ____;
Member Apel ____; Member Mahoney ____; Member Lamera ____
 - 5.2 Pledge of Allegiance

6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Lamera
7. Review and Approve the **Open Session Agenda**
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. **Public Comment: Individual speakers who have submitted a Comment Card 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.** The Board will follow the process for Public Comments listed above.

Special Presentations, Reports, Information

- 9.1 Special Presentations
 - 9.1.1 Schedule of Events for the Next Bond Issuances – Lori Raineri, Government Financial Strategies, Inc. (GFSI)
- 9.2 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.2.1 Board Members’ report(s)
 - 9.2.2 Superintendent Wright’s report(s)
- 9.3 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, Asst. Superintendent of Business Services; Ken Gaston, Directors of MOT
 - 9.3.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.3.2 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.3.3 Present the April 20, 2023 Bid Results for the Delta High School Cafeteria Modernization Plan – Tammy Busch, Asst. Superintendent of Business Services
 - 9.3.4 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
- 9.4 Education Services’ Reports and/or Presentation(s) - Nancy Vielhauer, Asst. Superintendent of Educational Services and Tracy Barbieri, Director of Special Education
 - 9.4.1 Educational Services Update – Nancy Vielhauer, Asst. Superintendent of Educational Services
 - 9.4.2 Special Education Update – Tracy Barbieri, Director of Special Education
- 9.5 River Delta Unified Teacher’s Association (RDUTA) Update – Chris Smith, RDUTA President
- 9.6 California State Employees Association (CSEA) Chapter #319 Update – Patty DuBois, Interim CSEA President
10. **Consent Calendar**
 - 10.1 Approve Board Minutes
 - Regular Meeting of the Board, April 11, 2023
 - Special Meeting of the Board, May 2, 2023
 - 10.2 Receive and Approve Monthly Personnel Reports
 - As of May 9, 2023
 - 10.3 District’s Monthly Expenditure Report
 - April 2023
 - 10.4 Request to Approve the Rio Vista High School Class of 2023 Graduation Trip to Disneyland in Anaheim, California on May 26-27, 2023 – Victoria Turk, Principal
 - 10.5 Request to Approve the Contract with SchoolNow to Provide a Website Platform for the River Delta Unified School District, at an annual cost of \$6,900, LCFF Funds – Tammy Busch, Asst. Superintendent of Business Services
 - 10.6 Request to Approve the Purchase of Naviance a Web-based Program Through PowerSchool Group LLC for the 2023-2024 School Year to Allow Students to Explore Career and College Pathways, \$22,623 A-G Completion Grant Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
 - 10.7 Donations Receive and Acknowledge
 - Bates Elementary School**
 - Westside Spreading LLC - Native American Books for Children Approx. Value \$217.25
 - Mr. & Mrs. Chan - \$200 - Student Field Trips
 - Dennis Leary - \$200 - Student Field Trips

Bogle Vineyards - \$500 - Student Field Trips
Kay Dix Inc. - \$500 - Student Field Trips
F & M Bank - \$900 - Student Field Trips
FLINT - \$600 - Student Field Trips
Rotary Club of Walnut Grove - \$2,000 - Student Dictionaries
Rotary Club of Walnut Grove - \$380 - Picture Dictionaries
Carly Lamera - \$350 - Graphic Design

Delta High School – Athletics

Rotary Club of Walnut Grove - \$1,000

Clarksburg Middle School – Athletics

Rotary Club of Walnut Grove - \$1,000

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

Action Items -- Individual speakers who have submitted a Comment Card shall be allowed three minutes to address the Board on any agenda item. The Board shall limit the *total time* for public presentation and input on *all items* to a maximum of 20 minutes including the Public Comments made previously in this meeting. The Board will follow the process for Public Comments listed above.

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 March 2023 – Katherine Wright, Superintendent

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

12. Request to Approve the Bates Elementary School’s New Mascot the Falcon, and New School Colors: Red and Gold – MJ Kiwan Gomez, Principal of Bates Elementary School

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

13. Request to Approve the Allowance of Attendance and Loss of Instructional Minutes Due to Emergency Conditions on March 22, 2023 for Riverview Middle School and Rio Vista High School – Tammy Busch, Asst. Superintendent of Business Services

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

14. Request to Approve Resolution # 846 to Become a Member of Government Financial Services Joint Powers Authority – Tammy Busch, Asst. Superintendent of Business Services

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

15. Request to Approve the Food Service Management Contract Extension with Sodexo for FY 2023-2024, with a Maximum Dollar Amount of \$674,213, Cafeteria Funds with a Possible General Fund Contribution – Tammy Busch, Asst. Superintendent of Business Services

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

16. Request to Approve the Purchase Contract with ICU Technologies Inc. for a CrisisAlert System Under GSA Contract #47QSWA18DOO3K, Funding From \$50,000 After School Program; \$200,000 Lottery; and \$353,209.59 General Fund - Tammy Busch, Asst. Superintendent of Business Services

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

17. Request to Approve the Contracts with Christopher Gallup as a Project Inspector and Universal Engineering Services (previously Wallace Kuhl Associate) for Special Inspections and Laboratory of Record Services for the Delta High School Cafeteria Modernization Project, Not to Exceed \$155,472, Measure K Bond Funds - Tammy Busch, Asst. Superintendent of Business Services

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

18. Request to Approve the Contract with Kitchens to Go by Mobile Modular for the Temporary Kitchen for Delta High School and Clarksburg Middle School Cafeteria during the construction of Cafeteria Modernization Bond Project, Measure K Bonds Not to Exceed \$115,827 - Tammy Busch, Asst. Superintendent of Business Services

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

19. Request to Approve the Consulting Contract with Wilson Architecture; RGM Kramer, Inc., Project Program and Master Budget for the Clarksburg Middle School Restroom Modernization Project, Measure K Bond Funds, Not to Exceed \$1,390,500 - Tammy Busch, Asst. Superintendent of Business Services

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

20. Request to Approve the Consulting Contract with Wilson Architecture; RGM Kramer, Inc., Project Program and Master Budget for the Delta High School Building A Restroom Modernization Project, Measure K Bond Funds, Not to Exceed \$988,405 - Tammy Busch, Asst. Superintendent of Business Services

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

21. Request the Board's Authorization for Superintendent Wright to Review and Approve on Behalf of the Board the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2023-2024 School Year – Nancy Vielhauer, Asst. Superintendent of Educational Services

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

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

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

24. Adjournment

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, May 5, 2023, by or before 5:30 p.m.

By: 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:

May 9, 2023 ♦ Closed Session 6:30pm Clarksburg Middle School • Clarksburg, CA

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

A Closed Session will be held beginning at 5:35 p.m. on May 9, 2023, at the Clarksburg Middle School, Clarksburg, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 **Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)]. None

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]

Following Conference with Legal Counsel (Parker & Covert, LLC; Edwards, Stevens & Tucker LLP; Burke, Williams & Sorensen, LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)

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

4.3 **Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases** [Government Code Section 54957]

Following Conference with Legal Counsel (Edwards, Stevens & Tucker LLP)

Public Employee(s) Evaluation:

4.3.1 Certificated

4.3.2 Classified

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

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

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

4.3.5.1 RDUTA

4.3.5.2 CSEA

5. **Adjourn to Open Session (@6:30 p.m.)** Any formal action taken by the Board in the above items will be reported in Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. The meeting may be reconvened as needed (i.e. following the end of Open Session).

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: _____

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

Item Number: 9.1.1

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

SUBJECT:

Schedule of Events for the Next Bond Issuances

BACKGROUND:

On November 3, 2020, the voters in School Facilities Improvement District No. 1 (SFID No. 1) approved Measure J, which authorized the School District to issue up to \$45,700,000 of general obligation bonds to fund facilities projects as specified in the ballot measure. In April 2021, the School District issued the first series of Measure J bonds in the amount of \$15,300,000. These funds are currently being spent on facilities projects, and it is estimated that additional funds will be required in **spring 2024**. Therefore, the School District will be beginning the process of issuing the next series of Measure J Bonds.

On November 3, 2020, the voters in School Facilities Improvement District No. 2 (SFID No. 2) approved Measure K, which authorized the School District to issue up to \$14,600,000 of general obligation bonds to fund facilities projects as specified in the ballot measure. In April 2021, the School District issued the first series of Measure K bonds in the amount of \$4,900,000. These funds are currently being spent on facilities projects and it is estimated that additional funds will be required in **fall 2023**. Therefore, the School District will be beginning the process of issuing the next series of Measure K Bonds.

STATUS:

PRESENTER:

Lori Raineri from Government Financial Services Joint Powers Authority, the School District's public finance consultant, will present information regarding Bond plans from Measures J and K.

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

Board receives the information on schedule of events for the next Bond Issuances.

Time allocated: 10 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 9.3.2

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

SUBJECT:

Monthly Financial Report

BACKGROUND:

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

This report does not include any encumbered expenditures.

STATUS:

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board receives the Monthly Financial report as submitted

Time allocated: 2 minutes

River Delta Unified School District
 2022-23 Working Budget vs. Actuals Report
 April 30, 2023

Working Budget						Actuals thru: 4/30/2023					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)	
								(G/B=H)		(I/C=J)	
General Fund: (01)											
Unrestricted	9,885,412	19,858,901	18,884,684	10,859,629	17,584,316	1,595,275	15,989,041	80.51%	15,937,402	84.39%	
Restricted	2,061,898	16,976,078	12,097,320	6,940,656	7,186,791		7,186,791	42.33%	7,656,095	63.29%	
Combined	11,947,310	36,834,979	30,982,004	17,800,285	24,771,107	1,595,275	24,771,107	67.25%	23,593,497	76.15%	
Other Funds											
Adult Ed. (11)	87,922	99,030	139,072	47,880	81,375		81,375	82.17%	74,110	53.29%	
Child Development (12)	762	488,778	299,189	190,351	280,611		280,611	57.41%	242,043	80.90%	
Cafeteria (13)	331,185	1,026,718	1,049,658	308,245	804,203		804,203	78.33%	980,549	93.42%	
Sp. Res-Other than Cap. Outlay (17)	40,753	400	-	41,153	501		501	125.25%	-	0.00%	
Bond Fund (21)	118,289	34,656	-	152,945	26,198		26,198	75.59%	-	0.00%	
Bond Fund- Measure J (22)	14,826,026		1,333,829	13,492,197	700,000		700,000	0.00%	546,364	0.00%	
Bond Fund - Measure K (23)	4,641,494		874,693	3,766,801	450,000		450,000	0.00%	786,962	0.00%	
Developer Fees (25)	1,114,452	1,753,563	704,336	2,163,679	633,801		633,801	36.14%	632,380	89.78%	
County School Facilities (35)	3,398	30	-	3,428	48		48	160.00%	-	0.00%	
Capital Projects (49)	418,611	149,425	6,100	561,936	331,088		331,088	221.57%	5,805	0.00%	

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

From: Tammy Busch, Asst. Superintendent of Business Services Item Number: 9.3.1

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

SUBJECT: Monthly Enrollment and ADA Report (**APRIL MONTH 9**)

BACKGROUND:

Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows enrollment and ADA for 2021-2022 compared to current year 2022-2023.

STATUS:

District-wide enrollment **decreased by 49** students compared to the same month of school year 2021-22, decreasing from 1,814 to 1,765 (does not include Adult Ed).

District-wide enrollment **increased by 9 students** compared to **last month** from 1,756 to 1,765. (Does not include Adult Ed)

District-wide attendance **decreased by 49 ADA** compared to the same month of school year, 2021-22, decreasing from 1,667 to 1,618 (does not include Adult Ed).

District-wide attendance **increased by 11 ADA** compared to **last month**, from 1,607 to 1,618. (Does not include Adult Ed)

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

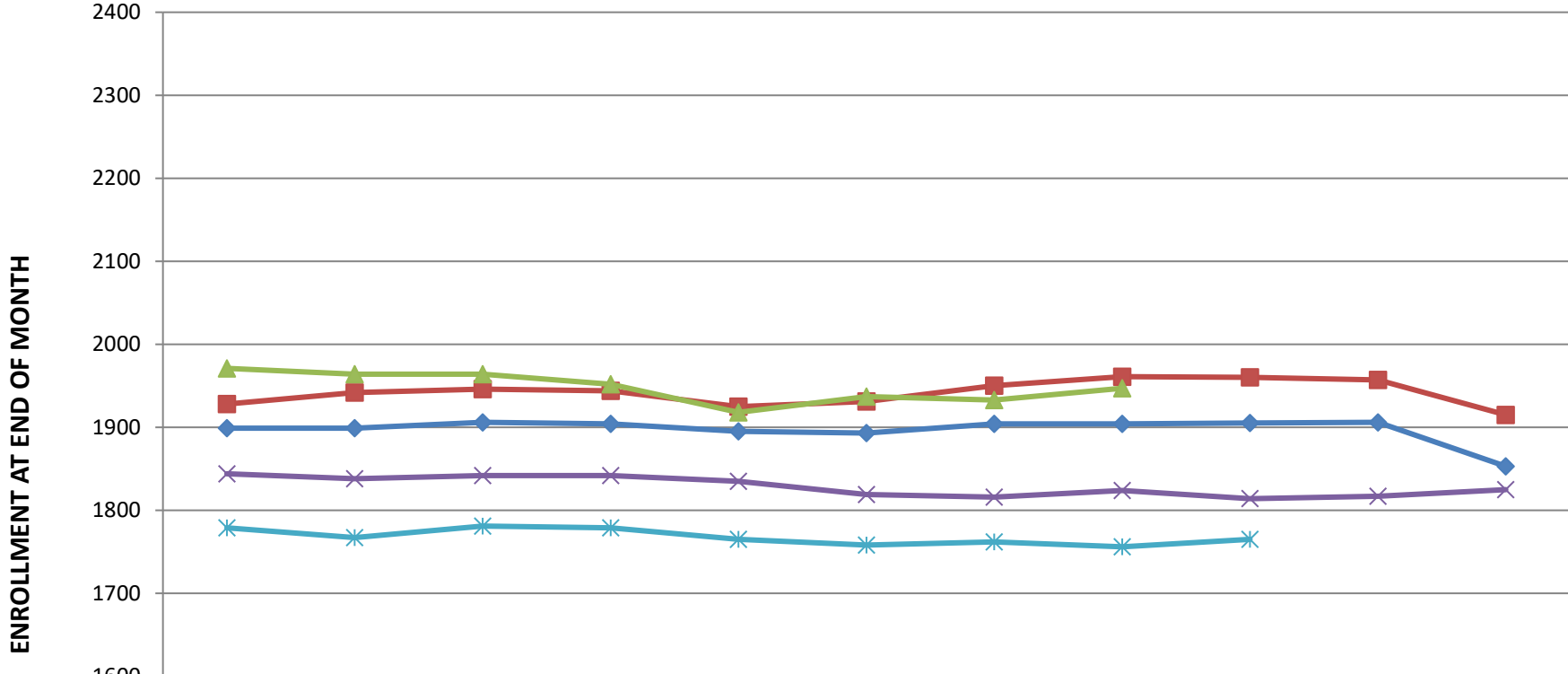
That the Board receives the information presented

Time allocated: 3 minutes

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA	NOV	NOV	Incr/Decr	% of ADA	DEC	DEC	Incr/Decr	% of ADA	JAN	JAN	Incr/Decr	% of ADA	FEB	FEB
		21-22	22-23			21-22	22-23	From Pr Month		21-22	22-23	From Pr Month		21-22	22-23	From Pr Month		21-22	22-23	From Pr Month		21-22	22-23	From Pr Month		21-22	22-23
BATES	ENR	89	83	94.0%		90	83	0	95.2%	90	83	0	95.2%	88	82	-1	92.7%	85	74	-8	105.4%	88	82	8	93.9%	89	81
	ADA	85	78			84	79	82		79	83	76		82	78	76		77	80	78							
CLARKSBURG (7th & 8th Gr)	ENR	149	138	89.1%		149	137	-1	94.2%	147	136	-1	95.6%	148	138	2	86.2%	145	137	-1	93.4%	145	137	0	91.2%	144	137
	ADA	139	123			142	129	138		130	140	119		139	128	125		125	133	129							
ISLETON	ENR	158	174	92.5%		155	178	4	93.3%	158	176	-2	93.8%	157	177	1	91.0%	152	177	0	86.4%	150	175	-2	91.4%	156	181
	ADA	141	161			149	166	139		165	147	161		147	153	132		160	143	167							
RIVERVIEW	ENR	192	168	90.5%		187	165	-3	92.1%	185	165	0	91.5%	188	164	-1	91.5%	174	163	-1	87.7%	184	163	0	92.0%	181	163
	ADA	169	152			172	152	168		151	170	150		168	143	150		150	155	145							
WALNUT GROVE	ENR	167	156	88.5%		167	136	-20	105.9%	168	153	17	94.1%	167	153	0	87.6%	161	155	2	76.8%	170	157	2	85.4%	172	155
	ADA	149	138			153	144	150		144	152	134		150	119	138		134	157	143							
D.H. WHITE	ENR	390	394	89.6%		383	398	4	90.7%	383	403	5	89.6%	382	400	-3	86.8%	351	394	-6	88.3%	385	406	12	92.1%	384	402
	ADA	342	353			352	361	341		361	340	347		342	348	313		374	334	362							
ELEMENTARY SUB TOTAL	ENR	1,145	1,113			1,131	1,097	-16		1,131	1,116	19		1,130	1,114	-2		1,068	1,100	-14		1,122	1,120	20		1,126	1,119
	ADA	1,025	1,005			1,052	1,031	1,018		1,030	1,032	987		1,028	969	934		1,020	1,002	1,024							
CLARKSBURG (9th Grade)	ENR	76	62	93.5%		76	64	2	93.8%	77	63	-1	95.2%	78	64	1	85.9%	77	64	0	93.8%	77	62	-2	93.5%	78	64
	ADA	73	58			72	60	70		60	72	55		73	60	66		58	71	60							
DELTA HIGH	ENR	217	211	87.7%		215	206	-5	93.7%	213	204	-2	94.1%	215	204	0	89.7%	206	204	0	93.6%	205	196	-8	96.9%	203	194
	ADA	205	185			203	193	196		192	201	183		197	191	168		190	184	185							
RIO VISTA HIGH	ENR	380	367	91.3%		378	367	0	89.1%	379	365	-2	89.9%	378	362	-3	88.1%	362	363	1	86.0%	371	352	-11	90.3%	371	346
	ADA	345	335			344	327	340		328	342	319		342	312	286		318	322	307							
HIGH SCHOOL SUB TOTAL	ENR	673	640			669	637	-3		669	632	-5		671	630	-2		645	631	1		653	610	-21		652	604
	ADA	623	578			619	580	606		580	615	557		612	563	520		566	577	552							
Mokolumne High (Continuation)	ENR	4	1			4	4	3		4	4	0		4	4	0		3	3	-1		3	2	-1		3	8
	ADA	2	0			2	41	1		2	2	1		1	1	1		1	1	3							
River Delta High/Elem (Alternative)	ENR	22	25			34	29	4		38	29	0		37	31	2		29	31	0		31	26	-5		35	31
	ADA	11	22			19	25	23		26	27	26		29	27	25		23	31	27							
Community Day	ENR	0	0			0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0
	ADA	0	0			0	0	0		0	0	0		0	0	0		0	0								
TOTAL K-12 LCFF Funded	ENR	1,844	1,779			1,838	1,767	-12		1,842	1,781	14		1,842	1,779	-2	88.3%	1,745	1,765	-14	88.4%	1,809	1,758	-7		1,816	1,762
	ADA	1,661	1,605			1,692	1,677	1,648		1,638	1,676	1,571		1,670	1,560	1,480		1,610	1,611	1,606							
Wind River- Adult Ed	ENR	0	8			0	-8	9		0	9	9		6	10	1		6	10	0		11	10	0		11	11
TOTAL DISTRICT	ENR	1,844	1,787			1,838	1,767	-20		1,842	1,790	23		1,848	1,789	-1		1,751	1,775	-14		1,820	1,768	-7		1,827	1,773

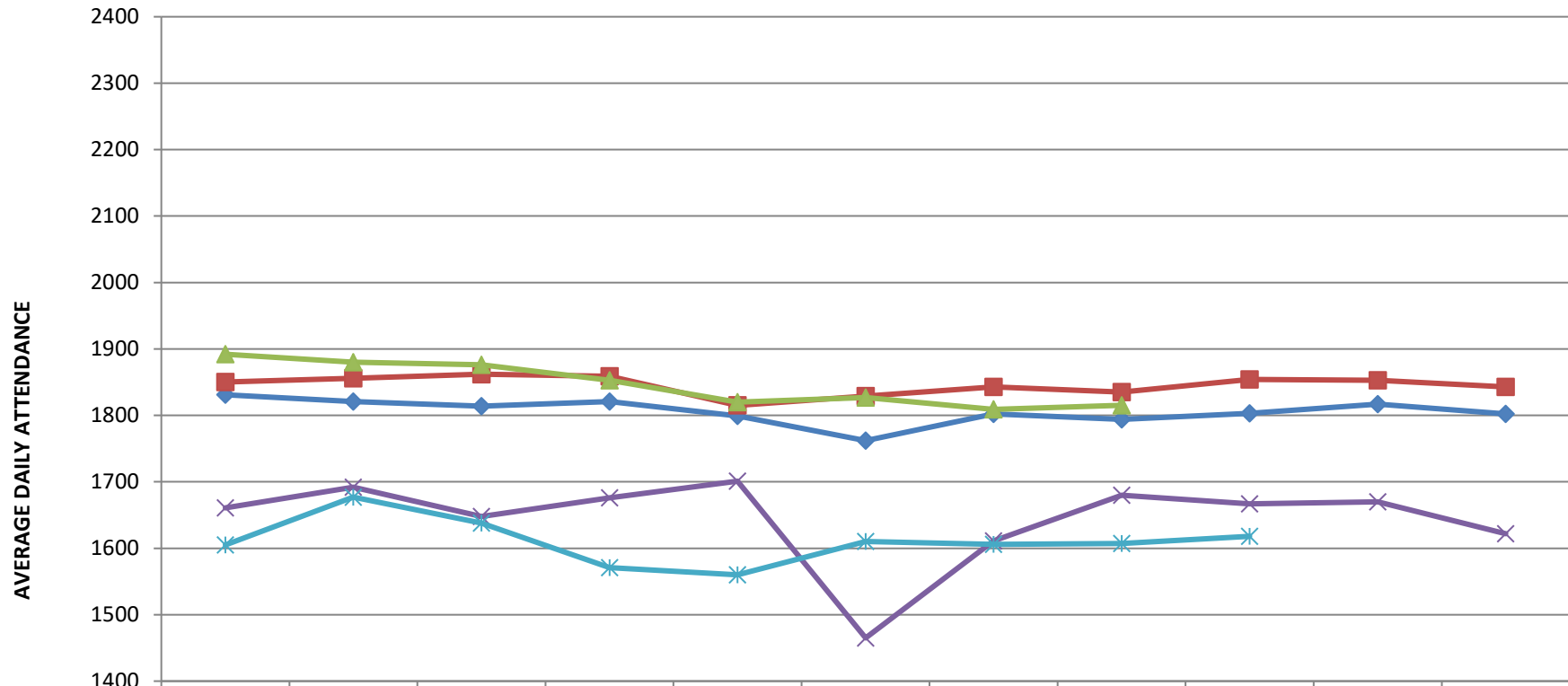
SITE	Incr/Decr From Pr Month	% of ADA	MAR		Incr/Decr From Pr Month	% of ADA	APR		Incr/Decr From Pr Month	% of ADA
			21-22	22-23			21-22	22-23		
BATES	ENR	-1	89	82	1		87	82	0	
	ADA	96.3%	85	78		95.1%	84	79		96.3%
CLARKSBURG (7th & 8th Gr)	ENR	0	145	136	-1		144	137	1	
	ADA	94.2%	137	127		93.4%	136	128		93.4%
ISLETON	ENR	6	156	183	2		156	182	-1	
	ADA	92.3%	144	166		90.7%	148	174		95.6%
RIVERVIEW	ENR	0	185	162	-1		180	161	-1	
	ADA	89.0%	166	147		90.7%	163	144		89.4%
WALNUT GROVE	ENR	-2	176	155	0		174	155	0	
	ADA	92.3%	162	139		89.7%	157	140		90.3%
D.H. WHITE	ENR	-4	386	403	1		388	406	#REF!	
	ADA	90.0%	355	364		90.3%	351	365		89.9%
ELEMENTARY SUB TOTAL	ENR ADA	-1	1,137 1,049	1,121 1,021	2		1,129 1,039	1,123 1,030	2	
CLARKSBURG (9th Grade)	ENR	2	76	64	0		76	65	1	
	ADA	93.8%	73	61		95.3%	70	61		93.8%
DELTA HIGH	ENR	-2	202	193	-1		200	192	-1	
	ADA	95.4%	186	180		93.3%	189	182		94.8%
RIO VISTA HIGH	ENR	-6	373	345	-1		372	347	2	
	ADA	88.7%	342	310		89.9%	337	314		90.5%
HIGH SCHOOL SUB TOTAL	ENR ADA	-6	651 601	602 551	-2		648 596	604 557	2	
Mokelumne High (Continuation)	ENR	6	4	4	-4		1	5	1	
	ADA		1	5			2	3		
River Delta High/Elem (Alternative)	ENR	5	32	29	-2		36	33	4	
	ADA		29	30			30	28		
Community Day	ENR	0	0	0	0		0	0	0	
	ADA		0	0			0	0		
TOTAL K-12 LCFF Funded	ENR ADA	4	1,824 1,680	1,756 1,607	-6		1,814 1,667	1,765 1,618	9	
Wind River- Adult Ed	ENR	1	11	15	4		14	44	29	
TOTAL DISTRICT	ENR	5	1,835	1,771	-2		1,828	1,809	38	

ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
◆ 17/18	1899	1899	1906	1904	1895	1893	1904	1904	1905	1906	1853
■ 18/19	1928	1942	1946	1944	1925	1931	1950	1961	1960	1957	1915
▲ 19/20	1971	1964	1964	1952	1918	1937	1933	1947			
× 21/22	1844	1838	1842	1842	1835	1819	1816	1824	1814	1817	1825
* 22/23	1779	1767	1781	1779	1765	1758	1762	1756	1765		

ACTUAL ATTENDANCE



	1	2	3	4	5	6	7	8	9	10	11
◆ 17/18	1831	1821	1814	1821	1799	1762	1802	1794	1803	1817	1802
■ 18/19	1850	1856	1862	1859	1815	1829	1843	1835	1854	1853	1843
▲ 19/20	1892	1880	1876	1853	1820	1827	1809	1815			
× 21/22	1661	1692	1648	1676	1701	1465	1611	1680	1667	1670	1622
* 22/23	1605	1677	1638	1571	1560	1610	1606	1607	1618		

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: 1

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 9.3.3

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

SUBJECT:

Present the April 20, 2023 Bid Results for the Delta High School Cafeteria Modernization Plan

BACKGROUND:

On February 15, 2022, the Board approved the Master Plan for the Measure J and K Facilities Bond Programs. Included in the Master Plan was modernization of the Cafeteria at Delta High School. On May 10, 2022, the Board approved proceeding with design for the project. Plans were submitted to DSA and approved by DSA on March 10, 2023. An advertisement requesting bids was placed in the Sacramento Bee on March 24, 2023, and plans were posted in multiple plan rooms. A pre-bid conference was held on April 5, 2023. Eight contractors attended. Bids were opened on April 20, 2023, two bids were received. The apparent low bid was submitted by Bobo Construction, Inc. of Elk Grove, CA.

STATUS:

CA Building Code (Title 24) and DSA regulations include provisions that should the modernization cost of a building exceed 50% of the building's replacement cost, the scope must be reduced to bring the cost below 50% or a seismic upgrade of the entire building is required which would be time consuming and costly. The low bid as submitted exceeds the 50% cost threshold. However, there are certain items that can be excluded from the cost for the purposes of calculating the modernization costs. We are working with the contractor to identify the value of these items to see if they will bring the reportable cost below the threshold. If not, then it is our intent to identify items that can be removed from the project to bring the cost within the 50% of replacement cost threshold. Until we can establish that the modernization cost does not exceed the 50% threshold, DSA regulations require that the project be postponed. It was our intent to recommend an award at the May 9, 2023, Board meeting. However, to give us time to work through this issue, it is our intent to bring this back to the Board in June for award.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright,
Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES: Measure K cost to be determined.

RECOMMENDATION: Staff recommends: No action is required at this time.

Time allocated: 5 minutes

PROJECT NAME:

Delta High School & Clarksburg Middle School Cafeteria Modernization

BIDS DUE:

Thursday, April 20, 2023, at 2:00PM

AT:

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

CONTRACTOR	ADDENDA	ATTACHMENTS	BASE BID
Bobo CONSTRUCTION	1_X✓	<input checked="" type="checkbox"/> Bid Form <input checked="" type="checkbox"/> Non-Collusion Declaration <input checked="" type="checkbox"/> Site Visit Certification <input checked="" type="checkbox"/> Designation of Subcontractors <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Information Required of Bidder <input checked="" type="checkbox"/> Certification of Contractor & Subcontractor DIR Registration <input checked="" type="checkbox"/> Bidder's Acknowledgement of Project Schedule <input checked="" type="checkbox"/> Storm Water Pollution Prevention Certification	Total Bid: 3,992,000 Allowance \$75,000.00 Total Base Bid: 4,067,000 ALT #1: 486,000
Saboo INC	1_X✓	<input checked="" type="checkbox"/> Bid Form <input checked="" type="checkbox"/> Non-Collusion Declaration <input checked="" type="checkbox"/> Site Visit Certification <input checked="" type="checkbox"/> Designation of Subcontractors <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Information Required of Bidder <input checked="" type="checkbox"/> Certification of Contractor & Subcontractor DIR Registration <input checked="" type="checkbox"/> Bidder's Acknowledgement of Project Schedule <input checked="" type="checkbox"/> Storm Water Pollution Prevention Certification	Total Bid: 4,480,000 Allowance \$75,000.00 Total Base Bid: 4,555,000 ALT #590,000
	1_X__	<input type="checkbox"/> Bid Form <input type="checkbox"/> Non-Collusion Declaration <input type="checkbox"/> Site Visit Certification <input type="checkbox"/> Designation of Subcontractors <input type="checkbox"/> Bid Bond <input type="checkbox"/> Information Required of Bidder <input type="checkbox"/> Certification of Contractor & Subcontractor DIR Registration <input type="checkbox"/> Bidder's Acknowledgement of Project Schedule <input type="checkbox"/> Storm Water Pollution Prevention Certification	Total Bid: Allowance \$75,000.00 Total Base Bid:
	1_X__	<input type="checkbox"/> Bid Form <input type="checkbox"/> Non-Collusion Declaration <input type="checkbox"/> Site Visit Certification <input type="checkbox"/> Designation of Subcontractors <input type="checkbox"/> Bid Bond <input type="checkbox"/> Information Required of Bidder <input type="checkbox"/> Certification of Contractor & Subcontractor DIR Registration <input type="checkbox"/> Bidder's Acknowledgement of Project Schedule <input type="checkbox"/> Storm Water Pollution Prevention Certification	Total Bid: Allowance \$75,000.00 Total Base Bid:

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.3.4

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 April 2023

PRESENTER:

Ken Gaston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
May 9, 2023

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

Maintenance & Operations:

- **Bates Elementary**
 - Replaced faucet in the staff lounge. - \$180

- **Clarksburg Middle School**
 - Change air filters for all classrooms. - \$210
 - Change all AC units to summer settings. - \$110

- **Delta High School**
 - Change air filters for all classrooms. - \$210
 - Change all AC units to summer settings. - \$110
 - Repaired leaking back flow. - \$960
 - Replaced bleacher board on visitor side of football field. - \$220
 - Replaced ballasts and lights bulbs in the big and small gym. - \$1,330
 - Replacing tiles in weight room. - \$ 880

- **D. H. White Elementary**
 - Repaired pipe for water heater. - \$582
 - Cut down weeds between rooms 17 and 18 and behind rooms 18 and 19. - \$440
 - Replace blower motor and blower wheel for heater in room 9. - \$ 1,042

- **District Office**
 - Replaced HVAC filters. - \$315
 - Removed old furniture, cleaned floor, and put carpet down in Assistant Superintendent of Ed. Services. – \$110.

- **Isleton Elementary School**
 - Switched HVAC system from winter to summer settings. - \$ 137
 - Cut down weeds in the library courtyard and behind the gym. \$120

- **Riverview Middle School**
 - Replaced the broken washer and dryer with new ones and made a new drainpipe to hook up water to washer. – \$1,650
 - Replaced outlet in PE teachers' office. - \$107
 - Switched HVAC system from winter to summer settings. – \$110

- **Walnut Grove Elementary School**
 - Fixed water leak and cleaned out strainer behind the cafeteria. - \$ 522

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

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 April 11, 2023 and the Special meeting held on May 2, 2023.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on April 11, 2023 and the Special meeting held on May 2, 2023.

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

April 11, 2023

1. **Call Open Session to Order** – Board President Lamera called the Open Session of the meeting of the Board of Trustees to order at 4:30 p.m. on April 11, 2023, at Bates Elementary School – Dr. Henry Go Auditorium, Courtland, California.
2. **Roll Call of Members:**
 - Marcial Lamera, President
 - Jennifer Stone, Vice President
 - Randall Jelly, Clerk
 - Marilyn Riley, Member
 - Rafaela Casillas, Member (Arrived 4:35pm)
 - Wanda Apel, Member
 - Dan Mahoney, MemberAlso present: Katherine Wright, Superintendent
3. **Review, Approve the Closed Session Agenda**
 - 3.1 Board President Lamera announced items on the Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items. – None to report
4. **Approve Closed Session and Adjourn to Closed Session**
 - 4.3 Board President Lamera asked for a motion to approve the Closed Session agenda and Adjourn the meeting to **Closed Session @ 4:31 pm**
Member Riley moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)
5. **Open Session was reconvened at 6:40 pm**
 - 5.1 Roll was retaken. All members were present.
Also present: Katherine Wright, Superintendent; Tammy Busch, Assistant Superintendent of Business Services; Nancy Vielhauer, Assistant Superintendent of Educational Services and Jennifer Gaston, Recorder
 - 5.2 Pledge of Allegiance was led by Board President Lamera
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
Board President Lamera reported that the Board received information; no action taken during Closed Session. The Board also reviewed expulsions for student case numbers 2223-222-004; 2223-222-005 and 2223-321-006. The Board will vote individually in Open Session under action items 11, 12 and 13.
7. **Review and Approve the Open Session Agenda**
Board President Lamera asked for a motion to approve the Open Session Agenda
Member Stone moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
8. **Public Comment:** Michael Bouyer, Community Member, noted that he sent a letter to the District regarding media equipment that was purchased and intended for Rio Vista High and Delta High Schools while he was consulting for the District. He mentioned that, after about a year, the program ceased to exist. Mr. Bouyer explained that, over the past few years, he has come in contact with a few students, some working at the pizza factory, which led him to wonder what had happened to all the equipment. He made inquiries to the previous Superintendent on the whereabouts of the equipment. He indicated that around 2018 he was told that the class was discontinued due to the fact that there wasn't anyone who could teach the class and the equipment was outdated and surplus. He thought a club could be formed if a class couldn't be taught. Mr. Bouyer stated that, after all this, he is unwelcome on campus. He stated that he will press forward with legal issues, if he can't get answers.

9 Special Presentations, Reports, Information

9.1 Special Presentations

- 9.1.1 A Representative from Crowe LLP to present River Delta Unified School District's 2021-2022 Audit Reports – Ms. Busch, Asst. Superintendent of Business Services introduced Charles Raibley, a representative from Crowe LLP. Mr. Raibley provided an overview of the required communications to the District regarding the audit. He noted that, there are three components of an external audit which includes: a Financial Statements Audit, showing a financial picture of the District for FY2021-2022; a Federal Compliance Audit and a State Compliance Audit, each for FY2021-2022. Mr. Raibley also provided the results of these audits including an opinion/ranking for each audit. The Financial Audit was given an unmodified opinion with no findings, which is the highest-ranking a district can receive. A Federal Audit requires rotating audits from the programs in the District. The Child Nutrition Cluster was selected this year to fulfill this requirement. It was chosen because it hadn't been audited in a few years, no findings were found. The State Compliance Audit requires 30 different areas to be audited. The 2022 audit had a few compliance findings and it was required to be reported to the District. Findings in an audit are required to be reported to the District even if there is no financial impact. A finding of .018 in the Average Daily Attendance (ADA), fell below the .50 threshold to be reported to the California Department of Education; therefore, there was no financial impact to the District; a second finding was in regards to Career Technical Incentive Grant (CTIG), the required two for one ratio in the budget was not met, no financial impact to the District. It was noted that the CTIG current year's budget has been corrected to rectify this finding moving forward. A third finding was in regard to Independent Study. Mr. Raibley mentioned that many districts had trouble meeting all the state requirements after the pandemic. The finding indicated that all required components or supporting documents were not found during the audit. The finding was below the .50 threshold, no financial impact to the District. Lastly, requirement of the Expanded Learning Opportunities Grant (ELO) submitted to California Department of Education (CDE) was not submitted on a timely basis. No fiscal impact to the District for this finding. Mr. Raibley stated that four findings with no fiscal impact are quite good.

Bond measures are required to have independent stand-alone financial and performance audits. The expenditures are reviewed to determine that they were in compliance with the project lists approved by the Board and with Prop 39 requirements. For Measure J there was \$378,000 expended; no findings to report. Measure K \$157,000 expended; no findings to report. Measures J and K were found to have an unmodified opinion for both the financial and performance audits.

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

- 9.2.1 Board Members' report(s) Member Lamera reported that on March 23rd he attended the Delta High and Clarksburg Middle Schools Site Council meeting. At the meeting they began to allocate funds for the Site Plan for Student Achievement (SPSA) to be approved at the June Board meeting. On March 24th, he attended the Delta High and Clarksburg Middle Schools production of Aladdin, stating that when he was a student at Delta High School performed the same play. On March 29th Member Lamera attended the District's Facilities Steering Committee meeting, which will be discussed later in the agenda. Member Lamera reported that on April 10th the District held a Diversity, Equity and Inclusion Ad-Hoc Planning Committee which will be covered later in the agenda as well. Lastly, Member Lamera announced that Delta High School's baseball team has a game vs. Pierce High School, they will be playing the game at Sutter Health Park, which is where the River Cats play their games.

9.2.2 Committee report(s)

9.2.2.1 City of Rio Vista 2 X 2 report(s) – No report given

9.2.2.2 Facilities Steering Committee report(s) – Member Stone reported that on February 24th the committee met with parents, staff and community members providing a tour of Delta High School and Clarksburg Middle School campuses to

determine the next round of projects. During the tour, they identified areas that needed work. The attendees made a list of projects and prioritized them in order of their importance. Once the list was completed, a survey was sent to families and staff members for their input on these and other projects. The committee met on March 29th to discuss the findings of the surveys. With all the data compiled the committee will present their recommendations for the next round of projects. The committee recommended as a top priority to address the student restrooms at Delta High and Clarksburg Middle School for the second round of bond funds.

9.2.2.3 Diversity, Equity and Inclusion Ad-Hoc Planning Committee report(s) - Member Lamera reported that the committee has held their second planning meeting. They reviewed and established goals and actions. Tom Pender, a member of the committee, has a wealth of knowledge in this area and has made recommendations to guided the committee on the next steps moving forward.

9.2.3 Superintendent Wright's report(s) - Superintendent Wright welcomed everyone back after the Spring Break. Superintendent Wright reported that over the break, Cabinet members worked on several projects. She and Ms. Busch worked extensively on school safety for a safer environment in the school facilities. A full assessment was done at each school site to determine its needs for safety.

Superintendent Wright mentioned that she has been working with the District's legal counsel and the financial advisors regarding the ongoing developer mitigation agreement that is in the negotiation process for the Brann Ranch Development in Rio Vista.

Superintendent Wright has been working with Ms. Busch in developing a deferred maintenance plan to use as a guide moving forward with projects.

Superintendent Wright has been working with the City of Rio Vista on the Joint Use Agreement. This agreement would allow the District to use the Cities land and facilities, as well as allowing the City to use the District's land and facilities at no or low costs. An example of this use agreement is the Rio Vista High School's baseball team uses Egbert Fields to hold their practices and games at no cost. The City has used the school campuses for trainings for their police and fire departments at no cost. She mentioned that the last agreement expired in 2014. Updates have been made to align with the District's current policies and procedures and a first draft has been sent to the City for review.

9.3 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, Asst. Superintendent of Business Services; Ken Gaston, Directors of MOT – Ms. Busch announced that the next round of Bond sales will take place within the next couple of months for the northern end of the District. The District's financial advisors will provide a presentation to the Board in May. She mentioned that the Business department has been working on budget development for FY 2023-2024 and reviewing and renewing leases the District has with outside entities that are expiring in 2023, such as the YMCA and the Sacramento County Libraries. These agreements will be brought to the Board for approval.

9.3.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services, reported that district-wide enrollment decreased by 68 students compared to the same month in the 2021-2022 school year. The district-wide enrollment compared to last month has seen a decrease of 6 students. The district-wide attendance has seen decrease of 73 ADA compared to the same month in the 2021-2022 school year. However, compared to last month the District has seen an increase of one in ADA.

9.3.2 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services reported as submitted.

9.3.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT reported that two additional bus drivers have begun the driving portion of the process. He has hopes that they will be completed for the summer school programs. In the Fall the goal is to add two additional bus routes.

Mr. Gaston mentioned that they had a large sewer backup at Riverview. The City and Gomes Excavating were extremely helpful by bringing in their equipment and helping them fix the problem, neither entity charged the District for their services. Mr. Gaston noted that a 10-inch water main broke at the Rio Vista High School on the same day. His team had help from Gomes Excavating and the City, who came to help repair the line at no cost to the District. Mr. Gaston answered questions regarding the playing fields, stating that due to the rains they are just now able to mow without issues.

9.4 Education Services' Reports and/or Presentation(s) - Nancy Vielhauer, Asst. Superintendent of Educational Services and Tracy Barbieri, Director of Special Education

9.4.1 Educational Services Update – Nancy Vielhauer, Asst. Superintendent of Educational Services reported the Educational Services Department has been working on end-of-the year projects. One of the projects is pushing out information to identify students that qualify for the Golden State Seal. Those who qualify will have this designation on their diploma and transcript. She provided an explanation of what the Golden State Seal indicates. This seal is when a student achieves a grade of B or higher in six subject areas (English, Science, Math, History, two others) in grades nine, ten or eleven.

Ms. Vielhauer announced that the CASSPP window has opened for standardized testing. Although testing hasn't quite begun it will soon.

The District is reviewing options for the alternative programs. An option is to purchase new software, as the current software does not offer Ethnic Studies, which is a requirement for graduation. The current software company does not plan on adding this component to their selection.

Cabinet has been working on the 2023-2024 Local Control Accountability Plan (LCAP). She noted that several sections have been submitted to the county for review and feedback has been received.

Information regarding the Dashboard has been released. One area of concern is chronic absenteeism, which is not unique to our District. However, this indicator on the Dashboard needs improvement. A Student Attendance Review Board (SARB) has helped in many districts; however, our District's situation is uniquely challenging because we have to integrate with three different counties. If a student's attendance does not improve, they can be referred to the County District Attorney's office for further action. We prefer students to attend school, then to take this last step, referring them to the District Attorney's office. Ms. Vielhauer mentioned that she has attended other Districts who have model SARB hearings for ideas to integrate in our processes. She has been in contact with two of the three District Attorneys' offices making progress if we find the need to refer a student as a way to address our chronic absenteeism which is affecting our Dashboard.

Educational Services is finalizing plans for the in-service days for next year. The focus of professional development will be academic conversations and English Language instruction.

9.4.1.1 Williams Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials, quarterly report (Third Quarter Jan.-Mar.); – Nancy Vielhauer, Asst. Superintendent of Educational Services reported that the District has not received any complaints during the third quarter.

9.5 River Delta Unified Teacher's Association (RDUTA) Update – Chris Smith, RDUTA President – No update given.

9.6 California State Employees Association (CSEA) Chapter #319 Update – Patty DuBois, Interim CSEA President – No update given.

10. Consent Calendar

- 10.1 Approve Board Minutes
Regular Meeting of the Board, March 14, 2023
- 10.2 Receive and Approve Monthly Personnel Reports
As of April 11, 2023
- 10.3 District's Monthly Expenditure Report
March 2023
- 10.4 Request to Approve the Contract with Associated Valuation Services, Inc. (AVS) to Provide an Onsite Inventory List to Update the Original Inventory List of Fixed Assets for All District Locations, at a cost not to exceed \$20,000 – General Funds – Tammy Busch, Asst. Superintendent of Business Services
- 10.5 Request to Approve the Agreement with DoLightful, Inc. ("Kango") to provide Transportation Services for the 2022-2023 School Year, at a cost not to exceed \$30,000 – Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.6 Request to Approve the Revisions to Appendix A-Designated Positions of the Conflict-of-Interest Code for River Delta Unified School District – Katherine Wright, Superintendent
- 10.7 Request to Approve the Independent Contract for Services with Jibber Jabber Speech, LLC to Provide Virtual Speech-Language Therapy Services for the 2022-2023 School Year, at a cost not to exceed \$5,000 – Special Education Funds – Tracy Barbieri, Director of Special Education

Member Jelly moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)

Action Items -- Individual speakers who have submitted a Comment Card shall be allowed three minutes to address the Board on any agenda item. The Board shall limit the *total time* for public presentation and input on *all items* to a maximum of 20 minutes including the Public Comments made previously in this meeting. The Board will follow the process for Public Comments listed above.

11. During Closed Session the Board Reviewed Student Expulsion Case #2223-222-004. The Board's Decision is as Follows – Board President Lamera
Member Apel moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
12. During Closed Session the Board Reviewed the Stipulated Student Expulsion Case #2223-222-005. The Board's Decision is as Follows – Board President Lamera tabled action item number 12 until the Board reconvened to Closed Session to review. Once the Board reconvened to Open Session at 9:25pm the Board took the following vote:
Member Apel moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
13. During Closed Session the Board Reviewed Stipulated Student Expulsion Case #2223-321-006. The Board's Decision is as Follows – Board President Lamera
Member Riley moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
14. Request to Accept and Approve the Audit Report of Crowe LLP, Independent Auditor, for Fiscal Year 2021-2022 – Tammy Busch, Asst. Superintendent of Business Services
Member Stone moved to approve, Member Apel seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
15. Request to Accept and Approve the Audit Report of Crowe LLP, Independent Auditor, for General Obligation Bonds, Measure J and Measure K for Fiscal Year 2021-2022 – Tammy Busch, Asst. Superintendent of Business Services
Member Jelly moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)

16. Request to Approve the Agreement with Crowe LLP to Provide the Audit and Financial Statements for the River Delta Unified School District's Annual Audit for FY 2022-2023 - Tammy Busch, Asst. Superintendent of Business Services
Member Stone moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
17. Request to Approve Agreement with Crowe LLP to Provide the Audit and Financial Statements for Measure J and K General Obligation Bonds for FY 2022-2023 - Tammy Busch, Asst. Superintendent of Business Services
Member Apel moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
18. Request to Approve the Site Ground Lease Agreement and the Charter Facilities Agreement By and Between River Delta Unified School District and Delta Elementary Charter School for 2022-2023, 2023-2024, 2024-2025, 2025-2026 and 2026-2027 – Tammy Busch, Asst. Superintendent of Business Services
Member Mahoney moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
19. Request to Approve the Consulting Services Agreement with SCI Consulting Group to Provide Oversight and Assist the District in Negotiations with Land Developers, at a Cost Not to Exceed \$25,000, Developer Fee Funds – Katherine Wright, Superintendent
Member Riley moved to approve, Member Jelly seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
20. Request to Approve the Purchase of a Used 2019 Ford Transit 10-Passenger Van to Replacing a High Mileage 7-Passenger Van, at a cost of \$39,998.78, Transportation Funds – Ken Gaston, Director of MOT
Member Stone moved to approve, Member Jelly seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
21. Request to Approve the Elementary and Secondary School Emergency Relief (ESSER III) Revised Expenditure Plan - Tammy Busch, Asst. Superintendent of Business Services
Member Stone moved to approve, Member Jelly seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
22. Request to Approve the SFID#2 Second Round of Additional Project Lists, Projects to be Paid from Corresponding Bond Funds (Measure K) – Katherine Wright, Superintendent and Tammy Busch, Asst. Superintendent of Business Services
Member Stone moved to approve, Member Jelly seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
23. Request to Approve the Rio Vista High School Gym and Locker Room Modernization Consultant Contracts with HKIT Architects and RGM Kramer, Inc., Project Program and Master Budget - Tammy Busch, Asst. Superintendent of Business Services
Member Mahoney moved to approve, Member Jelly seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
24. Request to Approve the Consultant Proposals and Preliminary Master Budget for HVAC Replacement at Isleton Elementary, D.H. White Elementary, Rio Vista High and Clarksburg Middle Schools – Tammy Busch, Asst. Superintendent of Business Services
Member Stone moved to approve, Member Jelly seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
25. Request to Approve Resolution #845 Directing the Execution of and Authorizing the Recording of a Termination Agreement Including a Certificate of Acceptance – Tammy Busch, Asst. Superintendent of Business Services
Member Casillas moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)

26. Re-Adjourn to continue Closed Session, if needed – Board President Lamera reported that the Board would reconvene to Closed Session at 8:23pm
27. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Lamera reconvened the Open Session at 9:25pm. He reported that information was given and Student Case #2223-222-005 was reviewed. No actions were taken during Closed Session. However, once reconvened in Open Session, the Board voted on Action Item number 12.
28. Adjournment: There being no further business before the Board, Board President Lamera asked for a motion to adjourn.

Member Stone moved to approve, Member Apel seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)

The meeting was adjourned at 9:27 pm

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

By: Jennifer Gaston, Recorder
End

Randall Jelly, Clerk, Board of Trustees

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

SPECIAL MEETING

May 2, 2023

1. **Call Open Session to Order** – Board President Lamera called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on May 2, 2023 at River Delta Unified School District - District Office, Rio Vista, California.
2. **Roll Call of Members:**
 - Marcial Lamera, President
 - Jennifer Stone, Vice President
 - Randall Jelly, Clerk
 - Marilyn Riley, Member
 - Rafaela Casillas, Member (Absent)
 - Wanda Apel, Member
 - Dan Mahoney, Member

Also present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.

3. Pledge of Allegiance was led by Board President Lamera
4. **Review, Approve the Closed Session Agenda**
 - 4.1 Board President Lamera announced items on the Closed Session Agenda
 - 4.2 Public Comment on Closed Session Agenda Items. – None to report
5. **Approve Closed Session and Adjourn to Closed Session**
 - 5.1 Board President Lamera asked for a motion to approve the Closed Session agenda and Adjourn the meeting to **Closed Session @ 5:31 pm**
 - Member Stone moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)*
6. **Open Session was reconvened at 8:34 pm**
 - 6.1 Roll was retaken. Member Casillas was absent, all other members were present.
 - Also present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.
7. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
Board President Lamera reported that the Board received information; no action was taken during Closed Session.
8. **Adjournment:** There being no further business before the Board, Board President Lamera asked for a motion to adjourn.
 - Member Mahoney moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Stone, Jelly, Riley, Apel, Mahoney, Lamera): 0 (Nays): 1 (Absent: Casillas)*

The meeting was adjourned at 8:35 pm

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

Randall Jelly, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder

End

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 10.2

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

SUBJECT:

Request to Approve the Monthly Personnel Transaction Report

BACKGROUND:

STATUS:

PRESENTER:

Codi Agan, Director of Personnel

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Monthly Personnel Transaction Report as submitted

Time allocated: 2 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT
DATE: May 9, 2023

ACTION - CERTIFICATED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
New Hire - Administrative	Sarah Zils	Principal	1.00	Rio Vista High	7/1/2023	Vicky Turk
New Hire	Jodi Schulz	Art Teacher	1.00	Rio Vista High	8/4/2023	Elias Rivera
	Inmaculada Ortega Perez	Elementary Teacher	1.00	Bates Elementary	8/4/2023	Leonardo Preciado Chavez
	Marian Alvarez	Elementary Teacher	1.00	Bates Elementary	8/4/2023	Gina Chaffin
	Malorie Branch	Elementary Counselor	1.00	Isleton Elem./Riverview Mid.	8/4/2023	
	Gabrielle Nunez	Elementary Counselor	1.00	Walnut Grove / Bates Elem.	8/4/2023	
	Yi Chhour	Elementary Counselor	1.00	D.H. White Elementary	8/4/2023	
	Judi Arel	Elementary Teacher	1.00	Walnut Grove Elementary	8/4/2023	Juan De La Torre Luna
	Cassandra Palafox	Math Teacher	1.00	Clarksburg Mid. / Delta Hig.	8/4/2023	Sang Ngyuen
	Alexis Downey	Elementary Teacher	1.00	D.H. White Elementary	8/4/2023	Taylor Peters
Resignation	Marisa Soto Harrison	Elementary Teacher	1.00	D.H. White Elementary	6/2/2023	
	Nancy Fuentes	Elementary Teacher	1.00	Bates Elementary	6/2/2023	
	Camille LeBlanc	RSP Teacher	1.00	Clarksburg Middle	6/2/2023	
	Ashlyn Lauchland	Agriculture Teacher	1.00	Rio Vista High	6/2/2023	
Retirement	Lea Cates	Elementary Teacher	1.00	D.H. White Elementary	6/2/2023	
ACTION - CLASSIFIED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
Resignation	Trudy Meeker	Senior Food Service Worker	1.00	Rio Vista High	4/27/2023	
New Hire	Carmela Maldonado	Van Driver	0.88	Transportation	4/12/2023	William Cox
Retirement	Renee Hunter	COTA	1.00	Districtwide	7/31/2023	
Resgination - ASP	Caitlyn DeLaTorre	Site Coordinator	-	Walnut Grove Elementary	4/21/2023	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

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: Tue, May 02, 2023, 3:59 PM

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696	164.68	INV#17022 VEHICLE REPAIRS	04/13/2023	23409936	PV-230856	164.68	N

010999 ACADEMIC AFFAIRS 1026 FLORIN RD STE #143 SACRAMENTO, CA 95831	1,803.46	INV#1608 INV#1609	04/25/2023 04/25/2023	23412088 23412088	PV-230922 PV-230922	1,435.01 368.45	N N

013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	188.72	APR-22 DUES	04/13/2023	23409937	PV-230878	188.72	N

015430 AMAZON 2201 WESTLAKE AVE. #500 SEATTLE, WA 98121 (0) - 0	14,862.05	INV#19XK-QQGW-GCD3 MAINT INV#1W37-9PQT-PFXX MAINT INV#1RFW-VRPL-6H7F TRANS INV# 19XK-QQGW-9YL6 BATES INV#14KR-VHJT-GCQ6 RVHS INV#11LK-NGW1-CXJM DHW INV#1TQ6-XTMT-C736 RMS INV#11LK-NGW1-CNWL RMS INV#11LK-NGW1-CNWL RMS INV#1VXT-FJTK-DJGJ RVHS INV#19VK-KWFX-DWWV ED SRVCS INV#1TQ6-XTNT-C7QR WG INV#1PQ4-QFT4-CTY3 RMS INV#1HH9-NVFG-DFP4 RMS INV#1HH9-NVFG-DFP4 RMS SUPPL INV#17C7-YJ1R-7HFM HR INV#1V1K-DYKY-C6HP B OFFICE INV#1VXT-FJTK-G3MC DHS INV#1D6K-ML96-7LT7 B OFFICE INV#19KX-RMC4-CRQH HR INV#1MDC-1LMX-4MT4 ED SRVCS INV#1FM6-94G6-CYWQ B OFFICE INV#1HH9-NVFG-FR1Y RMS INV#1PFH-YN4K-G9TH TRANSP. SUP INV#1RYN-GJMG-CVDQ DHW SUPPL INV#11LK-NGW1-CXJM DHW SUPPL	79.47 2,950.41 1,448.60 64.64 251.33 158.27 261.27 7.77 5.18 200.16 149.62 2,589.29 76.41 19.26 12.84 89.20 89.96 115.02 9.71 167.88 248.62 35.67 172.30 5,086.08 414.82 158.27	N N			

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015007 AMS.NET C/O FREMONT BANK PO BOX 4933 HAYWARD, CA 94540-4933	4,361.51	INV#0061725 BATES INV#0061774 DHS ERATE INV#0061673 RVHS ERATE	04/20/2023 04/20/2023 04/20/2023	23411215 PO-230336 23411215 PO-230336 23411215 PO-230336	59.43 79.23 4,222.85	N N N
(0) - 0						
014825 ANDERSON, ANNELYSE	224.91	READ ACROSS AMERICA REIMB	04/13/2023	23409962 PV-230880	224.91	N
(0) - 0						
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	20,613.42	INV#000070 BATE ASP INV#000072 ISLE ASP INV#000069 WG ASP INV#000071 DHW ASP 5/16 STOCKTON PORTS GAME RMS RVHS BEST BUY FINANCE FEE RVHS FFA HOTEL ACSA CONF FASTRAK DHS FFA STUDENT HOTEL CULLIGAN CMS COUNS CONF SOUTHWEST CREDIT RVHS FFA HOTEL FLOOR MATS BUS. OFF. ACSA CONF	04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023	23411256 PO-230511 23411256 PO-230512 23411256 PO-230513 23411256 PO-230514 23411256 PO-230519 23411256 PO-230533 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918 23411256 PV-230918	300.00 300.00 300.00 300.00 2,600.00 5,998.19 593.71 1,547.04 549.00 45.00 4,412.31 507.30 500.00 245.00 1,547.04 809.83 549.00	N N N N N N N N N N N N N N N N N N
(0) - 0						
010822 BARKMAN, MELINDA	34.72	CASBO LB MILEAGE REIMB	04/13/2023	23409963 PV-230881	34.72	N
(0) - 0						
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	3,437.97	RVHS INV#20509169 INV#20509997	04/13/2023 04/25/2023 04/25/2023	23409939 PV-230894 23412089 PV-230919 23412089 PV-230919	3,142.87 227.25 67.85	N N N

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002104 BEL AIR P.O. BOX 15618 SACRAMENTO, CA 95852	89.22	130402STR4480314 LAB SUPPL 130402STR4480314 LAB SUPPL	04/27/2023 04/27/2023	23413011 PO-230244 23413011 PO-230244	44.61 44.61	N N
015095 BRIOSO, TRINIDAD	47.09	FEB/MARCH MILEAGE	04/27/2023	23413027 PV-230931	47.09	N
						N
015255 BUSLOOP 2401 E. ORANGEBURG AVE SUITE 675-225 MODESTO, CA 95355 (510) 209-6691	4,925.00	INV#03202023 WG INV#04172023-RV RVHS FIELDTRIP	04/13/2023 04/27/2023	23409940 PV-230858 23413014 PV-230955	3,150.00 1,775.00	N N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928	262.13	INV#XA410040909:011 TRANS SUPP	04/13/2023	23409941 PV-230859	262.13	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	962.55	INV#210019334092 MRCH ISL WTR ACCT#210019749496 MRCH ISL WTR INV#210019402650 MRCH ISL WTR	04/13/2023 04/13/2023 04/13/2023	23409917 PO-230053 23409917 PO-230053 23409917 PO-230053	347.81 335.51 279.23	N N N
						N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,306.29	4/1/23 ISLE WST SRVCS	04/25/2023	23412083 PO-230052	1,306.29	N

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014242 CAMACHO MECHANICAL 618 A AIRPORT RD RIO VISTA, CA 94571 (209) 607-9807	966.99	INV#8761 MAINT FOR RVHS INV#8766 MAINT SHIPPING INV#8766 MAINT PARTS	04/13/2023 04/20/2023 04/20/2023	23409918 PO-230283 23411216 PO-230283 23411216 PO-230283	200.00 45.00 721.99	Y Y Y
015654 CAPITAL KIDS OCCUPATIONAL THERAPY INC. 5340 ELVAS AVENUE SUITE #300 SACRAMENTO, CA 95819 (916) 296-4616	4,920.00	INV#CK2122522 OT SRVCS	04/20/2023	23411217 PO-230254	4,920.00	N
014082 CAS INSPECTION INC 373 PEBBLE BEACH DRIVE RIO VISTA, CA 94571 (925) 584-1930	8,800.00	INV#2572 WG INSPECTION	04/20/2023	23411232 PO-230390	8,800.00	N
003327 CASP / CALIFORNIA ASSOCIATION OF SCHOOL PSYCHOLOGISTS 3841 N. FREEWAY BLVD #100 SACRAMENTO, CA 95834 (916) 715-2124	743.00	INV#522 K.CLARK CONF	04/25/2023	23412077 PO-230274	743.00	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	2,063.87	INV#268773005437 C BS GRGE INV#268771605436 BATES INV#268772905439 MOKE INV#268756905439 WG	04/13/2023 04/13/2023 04/13/2023 04/13/2023	23409919 PO-230055 23409919 PO-230055 23409919 PO-230055 23409919 PO-230055	141.20 710.89 84.70 1,127.08	N N N N
015222 CHEN, JIALING N	174.00	J. CHEN CONF PER DIEM	04/13/2023	23409964 PV-230883	174.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	INV#94789 ISLE SWR	04/20/2023	23411218 PO-230015	411.05	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571 (0) - 0	7,917.39	DHW MTR 83100899 WTR RVHS MTR 8272311 WTR RMS MTR 89338475 WTR RVHS MTR 83071643 WTR N RIO VISTA FIRE RVHS MTR 84221509 WTR DIST OFFICE MTR 83071276 WTR DHW MTR 82723108 WTR DHW MTR 83071642 WTR DHW MTR 83100903 WTR RMS MTR 83100904 WTR DIST OFFICE MTR 83071276 SWR RVHS MTR 84221509 SWR RMS MTR 83100904 SWR DHW MTR 83100899 SWR RVHS MTR 75183805 WTR	04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023	23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014 23411219 PO-230014	311.48 858.44 514.73 87.44 957.56 173.26 520.33 86.35 274.52 532.65 39.63 1,740.71 314.29 646.47 859.53	N N N N N N N N N N N N N N N N N N
015265 CLARK PEST CONTROL OF STOCKTON PO BOX 6015 WHITTIER, CA 90607 (800) 936-3339	125.00	INV#32918549	04/13/2023	23409942 PV-230895	125.00	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722	5,824.99	USAC PORTION INV#10000780000 DISTRICT PORTION INV#1000078000 STATE PORTION INV#10000780000	04/20/2023 04/20/2023 04/20/2023	23411236 PV-230899 23411236 PV-230899 23411236 PV-230899	3,185.47 9,998.46 988.00	N N N
013798 CROWE LLP 320 E JEFFERSON BOULEVARD PO BOX 7 SOUTH BEND, IN 46624-0007 (0) - 0	6,900.00	INV#745-2636265 INV#745-2636263 MEASURE J INV#745-2636263 MEASURE K	04/20/2023 04/20/2023 04/20/2023	23411237 PV-230903 23411249 PV-230903 23411250 PV-230903	4,900.00 1,000.00 1,000.00	7 7 7

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013876 DATAPATH PO BOX 94046 SEATTLE, WA 98124-9446 (888) 693-2827	16,618.74	INV#162484 RVHS DESKTOP INV#162605 MICROSOFT 360 INV#162605 MNTHLY IT SRVCS INV#162605 MNTHLY IT SRVCS INV#162605 MNTHLY IT SRVCS	04/13/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023	23409913 PO-230457 23411220 PO-220877 23411220 PO-230067 23411228 PO-230067 23411229 PO-230067	996.24 3,074.50 10,673.96 627.88 1,246.16	N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220	2,468.27	INV#394461 F5 INV#394461 WG INV#79665059 BATES INV#79671030 DIST OFF INV#79657740 DIST OFF	04/27/2023 04/27/2023 04/27/2023 04/27/2023 04/27/2023	23413015 PV-230944 23413015 PV-230944 23413015 PV-230944 23413015 PV-230944 23413015 PV-230944	80.82 167.01 978.26 447.51 794.67	N N N N N
015164 DELAROSA, SUSAN	137.69	SITE CNCL MTG REIMB PBIS SUPPL PBIS SUPPL	04/13/2023 04/27/2023 04/27/2023	23409965 PV-230884 23413028 PV-230932 23413028 PV-230932	67.72 41.98 27.99	N N N
N						
015281 DELL MARKETING LP C/O DELL USA LP PO BOX 910916 PASADENA, CA 91110-0916 (0) - 0	8,517.15	INV#10663422476 RVHS DESKTOPS INV#10663422476 RVHS DESKTOPS	04/25/2023 04/25/2023	23412078 PO-230516 23412078 PO-230516	7,738.20 778.95	N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0	80.33	APRIL PREMIUMS	04/13/2023	23409943 PV-230877	80.33	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335	141,353.00	APRIL TAX IN LIEU	04/13/2023	23409944 PV-230860	141,353.00	N
N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000188 DOLK TRACTOR COMPANY 242 N. FRONT STREET RIO VISTA, CA 94571 (0) - 0	8.31	INV#23293 MAINT SUPPL	04/13/2023	23409945 PV-230862	8.31	N
015781 DOWNTOWN FORD SALES INC. DOWNTOWN FORD OF SACRAMENTO 525 N 16TH ST. SACRAMENTO, CA 95811 (0) - 0	39,998.78	SO33023 NEW VEHICLE PURCHASE	04/18/2023	23410594 PV-230896	39,998.78	N
015321 DRURY, CHANDRA (0) - 0	141.48	MARCH MILEAGE REIMB	04/13/2023	23409974 PV-230885	141.48	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0	8,269.83	INV#302706 FUEL FOR TRANSPORT INV#302434 FUEL FOR TRANSPORT INV#302325 FUEL FOR TRANSPORT	04/20/2023 04/20/2023 04/20/2023	23411221 PO-230103 23411221 PO-230103 23411221 PO-230103	1,719.87 3,418.17 3,131.79	N N N
015725 EBERHARD EQUIPMENT 2506 S. HARBOR BLVD SANTA ANA, CA 92704 (714) 957-7777	348.29	INV#2323 MAINT SUPPL	04/13/2023	23409920 PO-230329	348.29	N
015659 EDWARDS, STEVENS, AND TUCKER 333 UNIVERSITY AVE. #200 SACRAMENTO, CA 95825 (916) 565-7697	12,360.50	PROJ SRVCS INV#4775 PROJ SRVCS INV#4775 PROJ SRVCS INV#4775 PROF SRVCS INV#4710 PROF SRVCS INV#4710 INV#4836 PROF SRVCS INV#4836 PROF SRVCS INV#4836 PROF SRVCS	04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/25/2023 04/25/2023 04/25/2023	23411238 PV-230900 23411238 PV-230900 23411238 PV-230900 23411238 PV-230901 23411238 PV-230901 23412090 PV-230920 23412090 PV-230920 23412090 PV-230920	1,711.00 678.50 147.50 442.50 383.50 7,050.50 1,504.50 442.50	Y Y Y Y Y Y Y Y

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010042 EMIGH, JENNIFER	551.77	MARCH MILEAGE REIMB	04/13/2023	23409966 PV-230886	551.77	N
(0) - 0						N
014148 FLEET FEET SPORTS SACRAMENTO 2311 J STREET SACRAMENTO, CA 95816	780.00	SHAMROCK'N 2023 ISLE ASP	04/20/2023	23411211 PO-230454	780.00	N
(0) - 0						
013913 FLORAL FRESH 1127 FEE DRIVE SACRAMENTO, CA 95815	83.19	INV#1322107 DHS AG SUPPL INV#1322107 DHS AG SUPPL	04/25/2023 04/25/2023	23412084 PO-230243 23412084 PO-230243	41.60 41.59	N N
(916) 504-3591						
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	4,559.84	DIST. WIDE APRIL SRVCS	04/20/2023	23411239 PV-230902	4,559.84	N
(0) - 0						
015759 GAUDALUPE CRUZ	1,572.00	MARCH MILEAGE MARCH MILEAGE MARCH MILEAGE	04/27/2023 04/27/2023 04/27/2023	23413029 PV-230933 23413029 PV-230933 23413029 PV-230933	471.60 589.50 510.90	N N N
(0) - 0						N
015221 GOLDMAN ENGINEERING MNGMNT 560 PERKINS WAY AUBURN, CA 95603	300.00	INV#2056 FCC ETRS FILING	04/13/2023	23409946 PV-230863	300.00	Y
(214) 395-5067		Y BERTRAM GOLDMA				
015699 GORBENKO, VADIM	277.20	MARCH MILEAGE REIMB	04/13/2023	23409967 PV-230887	277.20	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 (916) 444-5100	1,190.00	INV#1058 INV#1059	04/27/2023 04/27/2023	23413016 23413016	PV-230945 PV-230945	210.00 980.00	N N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	35.07	INV#204685 MAINT SUPPL INV#204616 MAINT SUPPL	04/20/2023 04/20/2023	23411222 23411222	PO-230174 PO-230174	17.53 17.54	N N
							N THE LYMAN GROU
015210 HKIT 538 NINTH ST #240 OAKLAND, CA 94607 (510) 625-9800	70,373.95	INV#4 PROJ#22007.00 INV#8 PROJ#21041.00 CMS INV#8 PROJ#21040.00 RVHS INV# 1 PROJ# 21040.01 RVHS INV# 1 PROJ# 21042.01 RMS INV#1 PROJ#220045.00 DHW INV#1 PROJ#22035.01 ISLE	04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023	23411233 23411233 23411231 23411231 23411231 23411231 23411231	PO-220912 PO-230001 PO-230003 PO-230434 PO-230436 PO-230437 PO-230438	2,938.00 13,567.48 10,378.47 8,695.00 19,170.00 6,375.00 9,250.00	N N N N N N N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047 (0) - 0	1,118.22	INV#9021809 MAINT SUPPL INV#6510946 MAINT SUPPL INV#15170 MAINT SUPPL INV#1622078 MAINT SUPPL INV#5021137 MAINT SUPPL INV#3511227 MAINT SUPPL INV#5615422 RVHS SUPPL FUEL FOR TRANSPORT FUEL FOR TRANSPORT INV#5615422 RVHS SUPPL	04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023	23411223 23411223 23411223 23411223 23411223 23411223 23411223 23411223 23411223 23411223	PO-230108 PO-230108 PO-230108 PO-230108 PO-230108 PO-230108 PO-230267 PO-230267 PO-230267 PO-230267	90.27 16.17 374.14 162.28 70.67 27.32 12.92 175.76 175.76 12.93	N N N N N N N N N N
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114	9,894.88	INV#734811029 MAINT SUPPL INV#737187807 MAINT SUPPL INV#737183376 MAINT SUPPL INV#737114561 MAINT SUPPL INV#736676974 MAINT SUPPL INV#735033565 CREDIT INV#737961805 MAINT SUPPL INV#738171263 MAINT SUPPL INV#738871391 MAINT SUPPL INV#738871409 MAINT SUPPL INV#739024305 MAINT SUPPL INV#739024297 MAINT SUPPL INV#738580612 MAINT SUPPL INV#737599431 MAINT SUPPL INV#739024289 MAINT SUPPL	04/13/2023 04/13/2023 04/13/2023 04/13/2023 04/13/2023 04/13/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023	23409921 23409921 23409921 23409921 23409921 23409921 23411224 23411224 23411224 23411224 23411224 23411224 23411224 23411224 23411224	PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148 PO-230148	301.02 648.11 1,066.87 138.33 41.10 134.78 196.15 52.82 247.71 147.26 35.82 3.48 66.32 486.24 96.34	N N N N N N N N N N N N N N N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
013947 HOME DEPOT PRO (Continued...)		INV#737741678 MAINT SUPPL	04/20/2023	23411224	PO-230148	235.50	N
		INV#737741660 MAINT SUPPL	04/20/2023	23411224	PO-230148	18.00	N
		INV#739024313 MAINT SUPPL	04/20/2023	23411224	PO-230148	192.68	N
		INV#738871391 MAINT SUPPL	04/25/2023	23412079	PO-230148	247.71	N
		INV#739024289 MAINT SUPPL	04/25/2023	23412085	PO-230148	96.34	N
		INV#737599431	04/25/2023	23412091	PV-230921	486.24	N
		INV#737961805	04/25/2023	23412091	PV-230921	196.15	N
		INV#738171263	04/25/2023	23412091	PV-230921	52.82	N
		INV#738580612	04/25/2023	23412091	PV-230921	66.32	N
		INV#737741678	04/25/2023	23412091	PV-230921	235.50	N
		INV#739024297	04/25/2023	23412091	PV-230921	3.48	N
		INV#737741660	04/25/2023	23412091	PV-230921	18.00	N
		INV#738871409	04/25/2023	23412091	PV-230921	1,470.26	N
		INV#739024313	04/25/2023	23412091	PV-230921	192.68	N
		INV#739024305	04/25/2023	23412091	PV-230921	35.83	N
		INV#739242287	04/27/2023	23413017	PV-230946	24.52	N
		INV#739242279	04/27/2023	23413017	PV-230946	88.62	N
		INV#739701233	04/27/2023	23413017	PV-230946	2,636.03	N
		INV#739243003	04/27/2023	23413017	PV-230946	39.37	N
		INV#739242329	04/27/2023	23413017	PV-230946	43.34	N
		INV#739242311	04/27/2023	23413017	PV-230946	19.42	N
		INV#739242295	04/27/2023	23413017	PV-230946	31.66	N
		INV#739504769	04/27/2023	23413017	PV-230946	71.62	N
014548 HUNTER, RENEE	89.47	MARCH MILEAGE	04/27/2023	23413030	PV-230935	89.47	N
(0) - 0							N
015772 JEREMY STONE PERFECT SHINE LLC 719 VIRGINIA DR RIO VISTA, CA 94571	1,800.00	DETAILING SRVCS FOR DIST VEH	04/20/2023	23411212	PO-230545	300.00	N
		DETAILING SRVCS FOR DIST VEH	04/20/2023	23411212	PO-230545	1,500.00	N
(0) - 0							
014955 JOHNSON CONTRLS DEPT. CH 10320 PALATINE, IL 60055-0320	1,752.00	INV#89669703 DHW	04/13/2023	23409947	PV-230864	1,752.00	N
(0) - 0							

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003915 JOSTENS INC 21336 NETWORK PLACE CHICAGO, IL 60673-1213 (800) 413-3857	571.37	INV#30853418 DHS DIPLOMAS	04/20/2023	23411240 PV-230904	571.37	N

015681 KIWAN, MICHEL (0) - 0	217.99	JAN/FEB MILEAGE REIMB MARCH MILEAGE REIMB MARCH MILEAGE	04/13/2023 04/13/2023 04/20/2023	23409968 PV-230888 23409968 PV-230888 23411251 PV-230914	81.61 49.13 87.25	N N N

012966 KONTRABAND INTERDICTION & K.I.D.S. CALIF CORPORATE HEAD. 1550 MCHENRY AVENUE MODESTO, CA 95350 (0) - 0	520.00	INV#CAS223185 PROF SRVCS	04/13/2023	23409922 PO-230368	520.00	N

011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	INV#4022 UHF SRVCS	04/13/2023	23409923 PO-230122	330.00	7

000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895 (800) 424-4772	609.98	INV#426185020823 BATES	04/13/2023	23409924 PO-230142	609.98	N

015512 LEAF PO BOX 5066 HARTFORD, CT 06102-5066 (866) 219-7924	4,293.23	INV#14561748 DHW INV#14561749 DHS INV#14619888 INV#14633271 Y LEAF Capital F INV#14644133 INV#14644132 INV#14644135 INV#14644134 INV#14644131	04/20/2023 04/20/2023 04/27/2023 04/27/2023 04/27/2023 04/27/2023 04/27/2023 04/27/2023 04/27/2023	23411241 PV-230905 23411241 PV-230905 23413018 PV-230952 23413018 PV-230952 23413018 PV-230952 23413018 PV-230952 23413018 PV-230952 23413018 PV-230952 23413024 PV-230952	735.13 1,048.91 1,307.87 44.60 475.87 495.40 70.90 37.07 77.48	Y Y Y Y Y Y Y Y Y

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

012767 LEARNING PLUS ASSOCIATES 9480 UTICA AVE #605 RANCHO CUCAMONGA, CA 91730 (909) 484-6002	81.29	INV#11834 DHW SUPPL	04/20/2023	23411213 PO-230452	81.29	N

011868 LIRA'S WELDING SERVICE P.O. BOX 31 RIO VISTA, CA 94571 (0) - 0	840.00	INV#12845 MAINT SUPPL	04/13/2023	23409948 PV-230865	840.00	Y

000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399	1,429.51	INV#32330408 RMS SUPPL	04/25/2023	23412080 PO-230137	28.14	N
		INV#32359982 RMS SUPPL	04/25/2023	23412080 PO-230137	12.07	N
		INV#32352699 RMS SUPPL	04/25/2023	23412086 PO-230137	41.12	N
		INV#32340647 RMS SUPPL	04/25/2023	23412086 PO-230137	63.00	N
		INV#32351933 RMS SUPPL	04/25/2023	23412086 PO-230137	43.11	N
		INV#32359018 RMS SUPPL	04/25/2023	23412086 PO-230137	48.87	N
		INV#32359619 RMS SUPPL	04/25/2023	23412086 PO-230137	50.43	N
		INV#32352341	04/25/2023	23412092 PV-230923	30.48	N
		INV#32342521	04/25/2023	23412092 PV-230923	29.02	N
		INV#32352341	04/25/2023	23412092 PV-230923	45.73	N
		INV#32342521	04/25/2023	23412092 PV-230923	43.54	N
		INV#32328512 RVHS	04/27/2023	23413009 PO-230426	269.86	N
		INV#32351654 RVHS	04/27/2023	23413009 PO-230426	95.28	N
		INV#32334470 RVHS	04/27/2023	23413009 PO-230426	172.91	N
		INV#32354568 RVHS	04/27/2023	23413009 PO-230426	14.76	N
		INV#32358983 RVHS	04/27/2023	23413009 PO-230426	76.28	N
		INV#32341557 RVHS	04/27/2023	23413009 PO-230426	148.32	N
		INV#22354305 RVHS	04/27/2023	23413009 PO-230426	124.62	N
		INV#12357288 RVHS	04/27/2023	23413009 PO-230426	91.97	N

015183 LOPEZ, LUIS PV-230915 (0) - 0 N	122.48	MARCH MILEAGE	04/20/2023	23411252 PV-230915	38.97	N
			04/20/2023	23411252	83.51	N

014144 MARTINEZ, SANDRA (0) - 0 N	170.95	MARCH MILEAGE REIMB	04/13/2023	23409969 PV-230889	170.95	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014819 MAVERICK NETWORKS INC. 7060 KOLL CENTER PKWY#318 PLEASANTON, CA 94566 (925) 931-1900	1,637.19	INV#2301189 INV#2301562 INV#2301262 PARTS AND TAX	04/13/2023 04/13/2023 04/13/2023	23409949 PV-230873 23409949 PV-230873 23409949 PV-230873	400.00 1,075.00 162.19	N N N
014107 MCCARTY, MELADEE 9217 VERVAINE WAY SACRAMENTO, CA 95829-8733 (209) 601-2940	600.00	MARCH CONSULTING SRVCS	04/20/2023	23411242 PV-230906	600.00	Y
015169 MORGAN, DENISE	900.00	INV#B65529250622	04/13/2023	23409950 PV-230861	900.00	N
						N
015669 NELSON, JEFFREY (0) - 0	91.35	STUDENT LAB KITS	04/27/2023	23413031 PV-230936	91.35	N
						N
015773 NICOLE CAMERON (0) - 0	192.57	FEB MILEAGE REIMB	04/13/2023	23409970 PV-230882	192.57	N
						N
015696 NORTHERN CALIFORNIA PREPARATORY SCHOOL PO BOX 2761 ELK GROVE, CA 95759 (0) - 0	6,347.50	INV#NCPSS5224 NPS DUES INV#NCPSS5203 NPS DUES	04/13/2023 04/13/2023	23409926 PO-230256 23409926 PO-230256	2,547.50 3,800.00	N N

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014454 OROZCO, PRITIKA 14216 SHOP STREET WALNUT GROVE, CA 95690 (916) 491-0657	1,080.22	FEB MILEAGE FEB MILEAGE	04/27/2023 04/27/2023	23413032 PV-230937 23413032 PV-230937	452.99 627.23	N N
015692 PANDI, BRAMARAMBA	48.57	TEST TAKING SUPPL TEST TAKING SUPPL	04/27/2023 04/27/2023	23413033 PV-230938 23413033 PV-230938	19.43 29.14	N N
(0) - 0						N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780 (714) 573-0900	9,125.00	INV#75886 PROF SRSVCS INV#75886 PROF SRSVCS	04/20/2023 04/20/2023	23411243 PV-230907 23411243 PV-230907	6,925.00 2,200.00	Y Y
		Y PARKER & COVE				
013692 PATIN, ANGELA	48.99	MARCH MILEAGE REIMB	04/13/2023	23409971 PV-230890	48.99	N
(707) 628-4406						
015261 PCR CONSULTING 4041 SOQUEL DRIVE, STE A-1 SOQUEL, CA 95073 (0) - 0	875.41	INV#RD15 ERATE SRVCS	04/13/2023	23409951 PV-230866	875.41	N
014310 PEREZ, GABINO	52.95	PAC MEETING	04/27/2023	23413034 PV-230939	52.95	N
(0) - 0						N

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Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
015783 PETERSEN, TONI	123.85	RALLY SUPPLIES	04/20/2023	23411253	PV-230916	41.41	N
		SBAC TESTING SNACKS	04/27/2023	23413035	PV-230940	82.44	N
(0) - 0							N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	83.75	MARCH RIO RADIO ELEC	04/13/2023	23409952	PV-230867	83.75	N
(0) - 0							N PACIFIC GAS AN
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624	19,210.00	INV#739322 NPS SRVCS	04/13/2023	23409927	PO-230385	360.00	N
		INV#739306 NPS SRVCS	04/13/2023	23409927	PO-230385	12,470.00	N
		INV#539173 NPS SRVCS	04/13/2023	23409927	PO-230385	6,380.00	N
(916) 422-0571							
013244 PRECIADO, VICKI	35.57	CASBO LB MILEAGE REIMB	04/13/2023	23409972	PV-230891	35.57	N
(0) - 0							N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	104,551.77	INV#8277 SPCH THRPY SRVCS	04/13/2023	23409953	PV-230868	12,480.00	7
		INV#8317 SPCH SRVCS	04/20/2023	23411244	PV-230908	17,760.00	7
		INV#20558118	04/20/2023	23411244	PV-230909	4,819.38	7
		INV#20515228	04/20/2023	23411244	PV-230909	3,023.44	7
		INV#20558117	04/20/2023	23411244	PV-230909	5,077.19	7
		INV#20526584	04/20/2023	23411244	PV-230909	3,985.56	7
		INV#20582378	04/20/2023	23411244	PV-230909	3,701.01	7
		INV#20593816	04/20/2023	23411244	PV-230909	5,190.95	7
		INV#20589933	04/20/2023	23411244	PV-230909	109.06	7
		INV#20506897	04/20/2023	23411244	PV-230909	2,905.00	7
		INV#20532442	04/20/2023	23411244	PV-230909	4,999.69	7
		INV#20585827	04/20/2023	23411244	PV-230909	5,033.75	7
		INV#20602373	04/20/2023	23411244	PV-230909	5,074.46	7
		INV#20504438	04/20/2023	23411244	PV-230909	2,780.50	7
		INV#20521074	04/20/2023	23411244	PV-230909	2,627.13	7
		INV#20607926	04/20/2023	23411244	PV-230909	4,121.42	7
		INV#20574596	04/20/2023	23411244	PV-230909	2,961.75	7
		INV#20589918	04/20/2023	23411244	PV-230909	141.48	7
		INV#8317 SPCH SRVCS	04/25/2023	23412093	PV-230924	17,760.00	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014333 PROCARE THERAPY	70,706.08	INV#20646078 BCBA, SLP	04/13/2023	23409928 PO-230386	5,171.30	N
10151 DEERWOOD PARK BLVD		INV#20639761 BCBA, SLP	04/13/2023	23409928 PO-230386	4,727.31	N
BLDG 200 SUITE 400		INV#20558117	04/25/2023	23412094 PV-230925	5,077.19	N
JACKSONVILLE, FL 32256		INV#20515228	04/25/2023	23412094 PV-230925	3,023.44	N
(678) 459-1120		INV#20602373	04/25/2023	23412094 PV-230925	5,074.46	N
		INV#20593816	04/25/2023	23412094 PV-230925	5,190.95	N
		INV#20658707	04/25/2023	23412094 PV-230925	4,128.63	N
		INV#20558118	04/25/2023	23412094 PV-230925	4,819.38	N
		INV#20574596	04/25/2023	23412094 PV-230925	2,961.75	N
		INV#20607926	04/25/2023	23412094 PV-230925	4,121.42	N
		INV#20504438	04/25/2023	23412094 PV-230925	2,780.50	N
		INV#20532442	04/25/2023	23412094 PV-230925	4,999.69	N
		INV#20589933	04/25/2023	23412094 PV-230925	109.06	N
		INV#20506897	04/25/2023	23412094 PV-230925	2,905.00	N
		INV#20589918	04/25/2023	23412094 PV-230925	141.48	N
		INV#20526584	04/25/2023	23412094 PV-230925	3,985.56	N
		INV#20585827	04/25/2023	23412094 PV-230925	5,033.75	N
		INV#20582378	04/25/2023	23412094 PV-230925	3,701.01	N
		INV#20521074	04/25/2023	23412094 PV-230925	2,627.13	N
		INV#20639760 BCBA, SLP	04/27/2023	23413010 PO-230386	127.07	N
013081 REIS, MAUREEN	272.48	MARCH MILEAGE REIMB	04/13/2023	23409973 PV-230892	136.24	N
		MARCH MILEAGE REIMB	04/13/2023	23409973 PV-230892	136.24	N
(0) - 0						N
015122 RIO VISTA HIGH SCHOOL	300.00	RVHS AVID TRANSFERS INV#00015	04/25/2023	23412095 PV-230926	300.00	N
WRESTLING CLUB						
410 S 4TH ST						
RIO VISTA, CA 94571						
(0) - 0						N
010239 RIO VISTA SANITATION	4,133.42	INV#002205281 RVHS	04/13/2023	23409925 PO-230056	554.45	N
P.O. BOX 607		MARCH 23 DIST OFFICE	04/13/2023	23409925 PO-230056	132.72	N
RIO VISTA, CA 94571-0607		INV#002205246 DHW	04/13/2023	23409925 PO-230056	967.15	N
		MARCH 23 RMSS	04/13/2023	23409925 PO-230056	719.28	N
(0) - 0		INV#002205247 RVHS	04/13/2023	23409925 PO-230056	1,759.82	N

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571 (0) - 0	3,011.33	#4164 L. PRECIADO CHAVEZ 4/10	04/13/2023	23409955 PV-230871	3,011.33	N
014784 ROMAN, ANA (0) - 0	98.47	MARCH MILEAGE X-BASS SCORING SYSTEM	04/27/2023 04/27/2023	23413036 PV-230941 23413036 PV-230941	33.47 65.00	N N
012796 ROSSI, MARCY (0) - 0	241.69	MTNG SUPPLIES MTNG SUPPLIES	04/27/2023 04/27/2023	23413037 PV-230942 23413037 PV 230942	41.09 200.60	N N
015757 RQIR QUALITY INSTALLATION 2613 SCANDIA CT MODESTO, CA 95358 (0) - 0	6,187.47	INV#2387 WG DOOR REPLACEMENT INV#2387 WG DOOR REPLACEMENT	04/25/2023 04/25/2023	23412081 PO-230494 23412081 PO-230494	4,640.60 1,546.87	N N
012894 S & S BEST SELLER P.O. BOX 513 COLCHESTER, CT 06415-0513 (800) 243-9232	245.44	INV#1N101162510 ASP WG INV#1N101162592 ASP WG	04/13/2023 04/13/2023	23409929 PO-230398 23409929 PO-230398	83.85 161.59	N N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814 (916) 874-8250	3,726.95	2008 #2 2006 #2 2006 #1 2005 #2 2005 #1 MEASURE J MEASURE K	04/27/2023 04/27/2023 04/27/2023 04/27/2023 04/27/2023 04/27/2023 04/27/2023	23413019 PV-230948 23413019 PV-230948 23413019 PV-230948 23413019 PV-230948 23413019 PV-230948 23413025 PV-230948 23413026 PV-230948	492.02 492.02 492.02 492.02 492.02 623.60 643.25	N N N N N N N

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	113.70	TRANSPORT YARD	04/25/2023	23412096 PV-230927	113.70	N
(0) - 0						
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	477.70	INV#208131940001 DHS INV#20813190317 BATES	04/13/2023 04/13/2023	23409930 PO-230247 23409930 PO-230253	188.76 288.94	N N
(0) - 0						
013941 SCHOOL SPECIALTY INC PO BOX 1579 APPLETON, WI 54912-1579	238.81	INV#208131924163 BATES SUPPL INV#208131931021 BATES SUPPL	04/13/2023 04/13/2023	23409914 PO-230232 23409931 PO-230232	102.81 136.00	N N
(888) 388-3224						
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	5,000.00	FY23-03 LIAB-6 LIABILITY CLAIM	04/27/2023	23413020 PV-230949	5,000.00	N
(0) - 0						
015572 SERNA, CECILIA	518.76	MARCH MILEAGE	04/27/2023	23413038 PV-230934	518.76	N
(0) - 0						N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007	165.83	INV#8003588367 SHREDDING SRVCS	04/13/2023	23409956 PV-230869	165.83	N
(0) - 0						
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,661.50	APRIL PREMIUMS APRIL PREMIUMS APRIL PREMIUMS	04/13/2023 04/13/2023 04/13/2023	23409957 PV-230879 23409957 PV-230879 23409957 PV-230879	51.46 1,755.25 2,854.79	N N N
(0) - 0						N

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	951.72	APRIL PREMIUMS APRIL PREMIUMS	04/13/2023 04/13/2023	23409958 PV-230876 23409958 PV-230876	547.96 403.76	N N
(0) - 0						N
000095 SMUD P.O. BOX 15555 SACRAMENTO, CA 95852	453.08	2/23-3/23 ACCT#311497 ELEC 2/23-3/23 ACCT#376672 ELEC 2/23-3/23 ACCT#376135 ELEC	04/25/2023 04/25/2023 04/25/2023	23412087 PO-230038 23412087 PO-230038 23412087 PO-230038	29.02 424.05 .01	N N N
(0) - 0						
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170	75,659.87	INV#122021 DAIRY INVOICE PANTHER OF THE MONTH RMS BOARD DINNERS APRIL CREDIT FEB CREDIT INV#1002267107 APRIL	04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023 04/25/2023	23412097 PV-230928 23412097 PV-230928 23412097 PV-230928 23412099 PV-230928 23412099 PV-230928 23412099 PV-230928	1,923.49 32.56 28.87 1,025.92 11,235.92 85,936.79	N N N N N N
(0) - 0						
013540 SOLIANT HEALTH PO BOX 934411 ATLANTA, GA 31193-4411	41,219.75	INV#20641280 BCBA,RRA, SLP INV#20653019 BCBA,RRA, SLP INV#20658124 BCBS SLP RRA INV#20647876 BCBA SLP RRA	04/13/2023 04/20/2023 04/27/2023 04/27/2023	23409932 PO-230387 23411225 PO-230387 23413012 PO-230387 23413012 PO-230387	15,211.75 4,387.50 15,215.75 6,404.75	N N N N
(904) 360-2142						
014841 SOROPTIMIST OF RIO VISTA CLUB #115224 PO BOX 152 RIO VISTA, CA 94571	1,234.40	FACILITY DEPOSIT REIMB	04/13/2023	23409959 PV-230870	1,234.40	N
(0) - 0						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	22,568.60	INV#128868 DIST WIDE GAS INV#128868 CMS CAFE GAS	04/20/2023 04/20/2023	23411226 PO-230048 23411230 PO-230048	21,557.08 1,011.52	N N
(888) 400-2155						N

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	722.03	INV#3531310779 ISLE	04/27/2023	23413021 PV-230953	5.59	N
		INV#3531232319 ISLE	04/27/2023	23413021 PV-230953	533.96	N
		INV#3531232320 ISLE	04/27/2023	23413021 PV-230953	103.14	N
		INV#3535804658 DIS OFF	04/27/2023	23413021 PV-230953	79.34	N
(0) - 0 N STAPLES CONTRA						
013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044	35.00	JAN-MARCH 2023 TAX	04/20/2023	23411234 PV-230898	35.00	N
(0) - 0 N						
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155	29.00	FUEL TAX 1/1/23-3/31/23	04/20/2023	23411235 PV-230897	29.00	N
(916) 322-9669 N						
015345 STUNTMASTERS INC 1398 SOUTH HERON LANE GILBERT, AZ 85296	1,147.50	INV#13067 DHW BMX ASSEMBLY	04/20/2023	23411214 PO-230479	1,147.50	N
(0) - 0						
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571	389.62	REC# 04982/19472 RVHS	04/13/2023	23409915 PO-230507	285.00	N
		REC# 04982/ 19472 RVHS	04/13/2023	23409960 PV-230872	104.62	N
(707) 374-2680 N						
015762 TERE HAM	170.56	MARCH MILEAGE	04/27/2023	23413039 PV-230943	170.56	N
(0) - 0 N						
015212 THE HUMAN BEAN 1010 CA-12 RIO VISTA, CA 94571	1,092.75	11/18-3/28 RVHS COFFEE	04/27/2023	23413008 PO-230044	231.50	N
		RVHS COFFEE	04/27/2023	23413022 PV-230947	861.25	N
(0) - 0 N						

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013	3,079.95	INV#168756962-0 DHS INV#168756962-0 DIST OFFICE INV#168756962-0 RVHS	04/20/2023 04/20/2023 04/20/2023	23411227 23411227 23411227	PO-230057 PO-230057 PO-230057	1,904.53 N 55.68 N 1,119.74 N
(877) 487-2877	N					
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	12,702.35	GASB 75	04/13/2023	23409961	PV-230875	12,702.35 N
(0) - 0	N					
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	257.91	INV#30133 INV#30143 INV#30153	04/20/2023 04/20/2023 04/27/2023	23411245 23411245 23413023	PV-230912 PV-230912 PV-230951	134.92 N 41.59 N 81.40 N
(0) - 0						
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	4,149.70	C.A. CAREER FAIR REG N.V. J. CHEN CONF FLIGHT K.G. WATER TRACY B. WEBINAR K.W. PENS K.W. COSTCO J.G. BATTERIES TRACY B. KITS FOR NURSES N.V. J. CHEN CONF HOTEL TRACY B. CONF N.V. CADE CONF T.B. CAFE SUPPL T.B. CAFE SUPPL T.B. CAFE SUPPL T.B. CAFE SUPPL	04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023 04/20/2023	23411254 23411254 23411254 23411254 23411254 23411254 23411254 23411254 23411254 23411254 23411254 23411255 23411255 23411255 23411255	PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917 PV-230917	400.00 N 157.96 N 16.74 N 101.23 N 22.37 N 463.74 N 22.72 N 398.00 N 275.23 N 450.00 N 1,629.98 N 38.81 N 79.07 N 55.85 N 38.00 N
(800) 328-5371						
015747 VANDEN BOS ELECTRIC INC 502 GIUSEPPE COURT STE. 5 ROSEVILLE, CA 95678	15,465.72	JOB#22-065 RVHS ELEC PANEL	04/13/2023	23409933	PO-230458	15,465.72 N
(0) - 0						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	2,530.54	3/14-4/13 MAINT PHONES	04/27/2023	23413013 PO-230035	100.32	7
		3/14-4/13 SPED PHONE	04/27/2023	23413013 PO-230035	16.72	7
		3/14-4/13 ASP PHONE	04/27/2023	23413013 PO-230035	83.60	7
		3/14-4/13 DIST WIDE CELL	04/27/2023	23413013 PO-230035	2,104.80	7
() - Y VERIZON WIRELE		3/14-4/13 HOT SPOTS	04/27/2023	23413013 PO-230035	225.10	7
013261 VIELHAUER, NANCY	212.00	NANCY V. PER DIEM	04/27/2023	23413040 PV-230954	212.00	N
						N
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	1,818.03	INV#080389125495 DHS	04/13/2023	23409934 PO-230054	754.86	N
		INV#080478125497 DHS	04/13/2023	23409934 PO-230054	1,063.17	N
(0) - 0						
015228 WEST COAST BROADCAST SERV 2066 CREST MAR CIRCLE EL DORADO HILLS, CA 95762	345.50	INV#RVH-012	04/20/2023	23411246 PV-230910	345.50	Y
(530) 554-0603 Y MICHAEL DASILV						
012528 WILLIAMS SCOTSMAN INC 901 SOUTH BOND ST. #600 BALTIMORE, MD 21231	5,370.60	INV#9017272787 RMS MODULAR	04/13/2023	23409935 PO-230088	1,342.65	N
		INV#9017272789 RMS MODULAR	04/13/2023	23409935 PO-230088	1,342.65	N
		INV#901727291 DHW MODULAR	04/13/2023	23409935 PO-230088	1,342.65	N
		INV#9017272790 RVHS MODULAR	04/13/2023	23409935 PO-230088	1,342.65	N
(800) 782-1500						
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551	3,309.48	INV#329269 CMS	04/20/2023	23411247 PV-230911	160.59	N
		INV#329268 DIST OFFICE	04/20/2023	23411247 PV-230911	176.30	N
		INV#329269 DHW	04/20/2023	23411247 PV-230911	298.04	N
		INV#331140 DIST OFF	04/25/2023	23412098 PV-230930	206.57	N
(916) 913-6191		INV#332647 F5	04/25/2023	23412098 PV-230930	129.11	N
		INV#331140 SPED	04/25/2023	23412098 PV-230930	6.40	N
		INV#330564 RVHS	04/25/2023	23412098 PV-230930	935.55	N
		INV#330236 ISLE	04/25/2023	23412098 PV-230930	421.34	N
		INV#329989 RMS	04/25/2023	23412098 PV-230930	401.38	N
		INV#332172 WG	04/25/2023	23412098 PV-230930	19.50	N
		INV#332646 WG	04/25/2023	23412098 PV-230930	211.07	N
		INV#332645 BATES	04/25/2023	23412098 PV-230930	70.12	N
		INV#329672 BATES	04/25/2023	23412098 PV-230930	181.61	N
		INV#331483 MAINT	04/25/2023	23412098 PV-230930	21.81	N
		INV#330434 CAFE	04/25/2023	23412100 PV-230930	70.09	N

APRIL EXPENDITURE REPORT

04/01/2023 - 04/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014489 ZIONS FIRST NATIONAL BANK 550 SOUTH HOPE ST., SUITE 2875 LOS ANGELES, CA 90071	350.00	INV#11141 ANNUAL ADMIN FEE	04/20/2023	23411248 PV-230913	350.00	N
(0) - 0 N						
District total:	866,366.75					
Report total:	866,366.75					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: _____

From: Victoria Turk, Principal Rio Vista High School

Item Number: 10.4

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

SUBJECT:

Request to Approve the Rio Vista High School's Senior Class of 2023 Graduation Trip to Universal Studios in Hollywood, California on May 25-26, 2023.

BACKGROUND:

Rio Vista High School's Senior Class has traditionally traveled to a Southern California theme park for a graduation night party.

STATUS:

Overnight travel requires Board approval.

Presenter:

Victoria Turk, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Chaperones: Drake Sherman, Mayra Roman, Ashlyn Bartlett, and Kristy Apple

COST AND FUNDING SOURCES:

Seniors electing to attend (currently 30) at a personal cost of \$379.00 each; two (2) chaperones are funded by Gradnite Travel and two (2) chaperones are funded by ASB Class of 2023

RECOMMENDATION:

That the Board approves the overnight travel for the Class of 2023 for their graduation trip to Universal Studios in Hollywood, California on May 25-26, 2023

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

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

Item Number: 10.5

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

SUBJECT:

Request to Approve the Contact with SchoolNow to Provide a Website Platform for River Delta Unified School District

BACKGROUND:

Goal 3 of the District's LCAP is to improve parents' access to information regarding our schools and programs. Since June of 2016 the District has maintained a website through School Loop, LLC and has increased parent and community awareness of Board Meetings and programs throughout the District.

STATUS:

The District has received notice from School Loop, LLC that they will be shutting down and ceasing all operations on June 30, 2023. With this short turnaround time, the District has interviewed four (4) website companies to determine which is best suited and fits the needs of the District. The District's Senior Tech Team has met to prepare a recommendation to the Board of Trustees.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Senior Tech Team Members

COST AND FUNDING SOURCES:

Annual cost of \$6,900 –General Funds (0000).

RECOMMENDATION:

That the Board approves the contract with SchoolNow to provide a website platform for River Delta Unified School District

Time allocated: 2 minutes



Proposal for

River Delta Unified School District

Overview.....2
Timeline.....4
Pricing.....5
Terms and agreement.....6

Date: 04 / 20 / 2023

Proposal ID: EQEN5-7VOWK-RCBKF-IMHEE



A new way to engage your families



SchoolNow is a new way to engage. It simplifies communication with a digital publishing platform that delivers your school stories and messages just how parents want. We help you share the stories that shape your school.



Storytelling with results.

It's all about living your school brand. Capturing the culture that your staff, students and parents experience every school day and beyond. Get the story told, message delivered. The time is now to begin boosting engagement and start telling, and listening, and sharing like never before. SchoolNow helps paint your school picture.



Technology easily used.

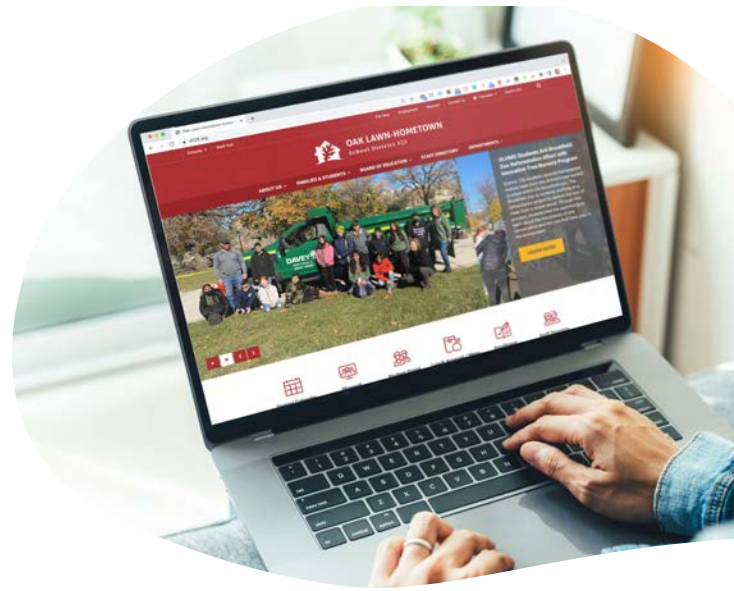
With more than 20 years helping schools and colleges keep pace with web technology, we know the challenge is making online tools that provide the most for the most. SchoolNow has been designed with a premium placed on providing ease of adoption for school staff and parents. We're making it simpler than ever for everyone to connect.

Website tools designed to engage

Websites and social

Make great impressions.

SchoolNow helps paint a professional image and integrates web with social feeds to share the branded messages, updates and stories that keep parents and staff informed and engaged.



Quick adoption

Update with ease.

Your website content needs to be accurate, fresh and uncomplicated, so SchoolNow features a simple page editor your staff will love to use. See-and-edit editing lets you publish pages with drag-and-drop ease.



Smooth integrations

Share and connect.

SchoolNow websites integrate all your digital content with social feeds, school feeds, and Google, so you can keep parents and staff current with a steady stream of easily-found school information.



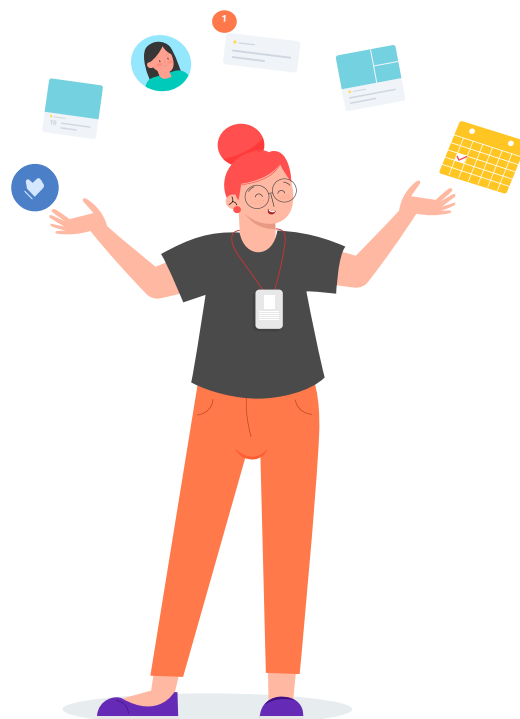
Website features your staff will love

SchoolNow's built-in features bring together everything you need to make your publishing platform simple to use and manage.

Easy editing	Page editing lets you edit in a rich experience including adjusting layouts, adding widgets and more.	✓
School feeds	Live school and district feeds that deliver personalized posts, website alerts, updates and more.	✓
Unlimited storage	A secure home for all website files: documents, forms, photos, videos and all your web data.	✓
Multi-site management	Centrally control multiple sites - district, school, and classroom websites from one streamlined platform.	✓
Intranet	Share district, principal, teacher and other staff internal communications in a secure way.	✓
Design for life	The look and functionality of your sites will always be current with lifetime design flexibility.	✓
Translations	Instant web page translations eliminate language barriers to accommodate all cultures in your school community.	✓
Single-sign on	Streamline user and parent experience with secure and time-saving single sign-on.	✓
Social media publishing	All social media comes together into a dedicated, social network for a live-feed school connection for everyone in the school community.	✓
Website accessibility	Complete monthly website monitoring, reporting, and fixes throughout the school year.	✓

Your path to a digital foundation

Introducing a new communication platform can be a challenge to any school or district, but we're all about simplifying. So we laid out this sequence to give you an idea of what to expect and when.



Projection estimation

1	Branding and design 1 week	Design stage including mockups and revisions for website and all digital channels
2	SIS data syncing 1 week	Pull data from Student Information System (SIS) and drop into our SFTP directory.
3	Build and migration 2-3 weeks	Architecture, functionality, content migration, website and other channel build outs
4	Communication setup 2-3 weeks	Message template review and approval, DNS setup for translations
5	Promote and launch 2-3 weeks	Blast-off! User training, launch campaign, pre- and post-launch coordination

This is an average timeline based on customer providing requirements and timely responsiveness

Pricing

11 schools and 1,973 students

Digital publishing platform	Pricing
Website, hosting and CMS Full-featured websites and intranet with unlimited storage and users	Included
Social posting Publishing to live school feeds that share to social media	Included
Unlimited support and training Live chat, phone and resources – videos, courses	Included
Fully managed Website Accessibility Monthly reporting, error correction and training resources	Included
Annual total: \$6,900.00	

Design, Implementation and launch	Pricing
<ul style="list-style-type: none"> Digital branding guide and message templates Website design, remediation and launch** SIS integration and data set-up 	Waived (\$3,200 value)
One-time total: \$0.00	

**Due upon proposal execution*

***Does not include custom application functionality outside of www.schoolnow.com/features*

First year total*:	\$6,900.00
Second year total:	\$6,900.00
Third year total:	\$6,900.00

Terms and Conditions

THIS AGREEMENT ('Agreement') is entered into on (04 / 20 / 2023), between Innersync Studio LLC ('Licensor'), with its principal place of business located at 752 Dunwoodie Dr., Cincinnati, Ohio 45230 and River Delta Unified School District ('Licensee'), with its principal place of business located at 445 Montezuma St., Rio Vista, CA 94571 and shall be effective as of (07 / 01 / 2023) (the 'Effective Date').

RECITALS

WHEREAS, Licensor is engaged in the business of providing access to Software and Licensor's application server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and utilize SchoolNow Hosted Edition (the 'Software') on Licensor's application server over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Licensor's application server for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.

B. Licensee will use the Software only for its internal school operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Licensed Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws including intellectual property and copyright laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.

C. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

3. Unlimited Calling, E-mailing and Texting Restriction

Licensee may send unlimited calls, emails and texts during the term of this Agreement to the recipient numbers and email addresses based on the enrollment number provided (qualifying personnel included in service at no extra charge) at the time of sign up or on the renewal date. Calls and texts will be limited to the North American Numbering Plan. Valid recipients include (parents, guardians, students, employees, faculty and administrative staff. Calls, emails, or texts to others

outside of this enrollment and qualifying personnel are strictly prohibited. All recipients must opt into communications from your school to be called, emailed, or texted.

4. Definition of Unlimited Calls

Certain plans are classified as “unlimited,” which means you can send an unlimited number of time-sensitive messages to a relatively static list of members or recipients, provided, however, that messages conform with all FTC and FCC regulations, and are not considered as “spamming” by your recipients. The following results may result in a plan adjustment or account cancellation by Licensor: Frequently changing recipient lists; frequently sending messages that have a high percentage of disconnected numbers; frequent hang-ups by recipients shortly after the call begins; receiving a high percentage of opt-out requests from your recipients.

5. Minimum Age

You are prohibited from using or registering for the Campus Suite system for notifications for individuals under the age of eighteen. By using or registering for the SchoolNow system, you represent and warrant to Licensor that your users are above the age of eighteen, or have parental consent.

6. Customer Represent and Warrants

Customer Represents and warrants that one (1) user is knowledgeable concerning the restrictions under federal, state and local laws and regulations that may apply to customer’s use of SchoolNow and other automated communication services ordered hereunder, and two (2) each use by the user of SchoolNow shall comply in all respects with all such applicable laws and regulations, including but not limited to the type and identity of each call recipient, transmission of a valid caller-ID, customer’s relationship to each call recipient, the call date and time selected by the user and the content and timing of each call. Any unlawful use by the user of SchoolNow is strictly prohibited. Customer and the person executing this Agreement jointly and severally represents and warrant that such person is fully authorized to execute and deliver the Agreement on behalf of the customer.

7. Price and Payment

A. Licensee will pay Licensor the following per annual subscription cost for the license of the Software and access to Licensor's application server: \$6,900.00 per the first year, \$6,900.00 per the second year and \$6,900.00 per the third year for notifications, mobile app and for website CMS. Licensor will invoice the licensee for quantity pricing on the first day of the contract date. Licensor reserves the right to change pricing based on, provider cost changes, additional features, or excessive utilization of the software resources. The licensor will notify the licensee 30 (thirty) days in advance of any price changes. Upon Licensor providing project related parties and/or Licensor access to the Software and Licensor's application server (e.g. the "product"), the Licensee is formally accepting the SchoolNow "product" as delivered.

B. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

C. One-time fee of \$0 is due upon execution of the proposal and the software, support and hosting fee is due on (07 / 01 / 2023) (the 'Effective Date').

8. Technical Support

Licensor will supply telephone and/or email support to Licensee based on support level (Premium, professional or standard) regarding the Software on a reasonable and necessary basis to Client within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. Licensor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

9. Term and Termination

A. The term of service shall be (36) months starting (07 / 01 / 2023) with voluntary one year extensions. The parties agree that unless either party provides written (letter, facsimile, email) notice of intent not to extend the contract for an additional year within 30 days of the applicable termination date to the authorized representative contact below, the contract will be extended for a term of one year.

B. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

10. Ownership of Intellectual Property

Title to any proprietary rights in the Software or Licensor's web site will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

11. Confidentiality

A. Licensee acknowledges that the Software and other data on Licensor's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Licensor. Licensee will safeguard the right to access the Software and other software installed on Licensor's application server using the same standard of care that Licensee uses for its own confidential materials.

B. All data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and residing on Licensor's application server will be held as confidential by Licensor and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. Licensor will safeguard the confidentiality of such data using the same standard of care that Licensor uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of Licensor, generally known or available; (ii) is known by Licensor at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to Licensor by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by Licensor as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

12. Warranty and Disclaimer

Licensor warrants the Software is developed and will be provided in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

13. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Licensee will indemnify and hold Licensor harmless against any claims incurred by Licensor arising out of or in conjunction with Licensee's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim. Licensor is not liable for any damages, claims, or costs from loss of access to the software, or loss of licensee data for disconnection for non-payment. ADA compliant web content is the responsibility of the Licensee and Licensor is not held liable for any related circumstances related to ADA compliant lawsuits brought forth from the effective date.

14. Relation of Parties

Nothing in this Agreement will create or imply an agency or employment relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

15. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

16. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Ohio. The arbitration will be held in Ohio. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

17. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs. Licensor's total liability under this Agreement

with respect to the Software, legal fees, or damages regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim.

18. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

19. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

20. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

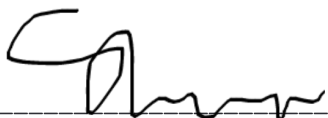
21. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

PROVIDER: Innersync Studio, LLC

By:  Date: _____

Authorized Representative

Innersync Studio, LLC

USER: River Delta Unified School District

Tammy Busch

By: _____ Date: 04 / 20 / 2023

Authorized Representative

Signature Certificate

Reference number: ZEBLH-XUQQK-YQJ6T-4WWZO

Signer	Timestamp	Signature
Tammy Busch Email: tbusch@rduisd.org Sent: 20 Apr 2023 21:17:48 UTC Viewed: 20 Apr 2023 21:18:15 UTC Signed: 20 Apr 2023 21:18:39 UTC		
Recipient Verification: ✓ Email verified	20 Apr 2023 21:18:15 UTC	IP address: 206.15.234.162 Location: Rio Vista, United States

Steve Williams Email: steve@innersync.com Sent: 20 Apr 2023 21:17:48 UTC Viewed: 20 Apr 2023 21:17:53 UTC Signed: 20 Apr 2023 21:19:32 UTC		
		IP address: 72.49.218.249 Location: Cincinnati, United States

Document completed by all parties on:
20 Apr 2023 21:19:32 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Educational Services

Item Number: 10.6

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

SUBJECT:

Request to Approve the Purchase of Naviance a Web-based Program for the 2023-2024 School Year to Allow Students to Explore Career and College Pathways

BACKGROUND:

Naviance is a web-based program that allows students to explore career and college pathways, create and track their academic plan, and more. Students can match colleges to their career interests and compare colleges and admission rates. They can also find scholarship opportunities and track the status of transcripts and letters of recommendation. Naviance ensures that students are ready for the path they pursue after high school. Students will discover their strengths and interests, build critical social and emotional skills, and navigate their best-fit career path.

STATUS:

The purchase of Naviance is part of the A-G Completion Grant Plan. Naviance will provide 1,074 licenses for River Delta Unified School District students.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$22,623 from A-G Completion Grant Funds.

RECOMMENDATION:

That the Board Approve the purchase of Naviance for the 2022-2023 school year at a cost not to exceed \$22,623.

Time allocated: 2 minutes



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-775185 - 3
 Quote Expiration Date: 31-MAY-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Susan Tresco	Customer Contact:	Nancy Vielhauer
Customer Name:	River Delta Joint Unified School District	Title:	Asst Superintendent
Enrollment:	1,074	Address:	445 Montezuma St
Contract Term:	37 Months	City:	Rio Vista
Start Date:	1-JUN-2023	State/Province:	California
End Date:	30-JUN-2026	Zip Code:	94571
		Country:	United States
		Phone #:	707-374-1729

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUN-2023 - 30-JUN-2024			
License and Subscription Fees			

Naviance Premium	1,074.00	Students	USD 8,715.25
Naviance Premium: Assessment	1,074.00	Students	USD 0.00
Naviance One Time Discount	1.00	Each	USD -660.25

License and Subscription Totals: **USD 8,055.00**

Professional Services and Setup Fees	Quantity	Unit	Extended Price
Naviance Premium Basic Deployment			

Naviance Premium Basic Deployment	1.00	Each	USD 9,888.00
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Professional Services and Setup Fee Totals: **USD 9,888.00**

Training Services	Quantity	Unit	Extended Price
Naviance Training Remote			

Naviance Training Remote	18.00	Hours	USD 4,680.00
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Training Services Total: **USD 4,680.00**

Subscription Period Total												
<p>PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:</p> <table border="1"> <tr> <td>Total Discount</td> <td>USD 4,302.25</td> </tr> <tr> <td>Initial Term</td> <td>1-JUN-2023 - 30-JUN-2024</td> </tr> <tr> <td>Amount To Be Invoiced</td> <td>USD 22,623.00</td> </tr> </table> <table border="1"> <thead> <tr> <th>Due Date</th> <th>Payment Amount</th> </tr> </thead> <tbody> <tr> <td>1-JUN-2023</td> <td>USD 0.00</td> </tr> <tr> <td>1-JUL-2023</td> <td>USD 22,623.00</td> </tr> </tbody> </table>	Total Discount	USD 4,302.25	Initial Term	1-JUN-2023 - 30-JUN-2024	Amount To Be Invoiced	USD 22,623.00	Due Date	Payment Amount	1-JUN-2023	USD 0.00	1-JUL-2023	USD 22,623.00
Total Discount	USD 4,302.25											
Initial Term	1-JUN-2023 - 30-JUN-2024											
Amount To Be Invoiced	USD 22,623.00											
Due Date	Payment Amount											
1-JUN-2023	USD 0.00											
1-JUL-2023	USD 22,623.00											

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

Naviance Premium	1,074.00	Students	USD 8,055.00
Naviance Premium: Assessment	1,074.00	Students	USD 0.00

Annual Ongoing Fees Total: **USD 8,055.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 3-MAY-2023

River Delta Joint Unified School District
Signature:

Printed Name:

Title:

Date:

*****Sales Quote - This Is Not an Invoice*****

Statement of Work

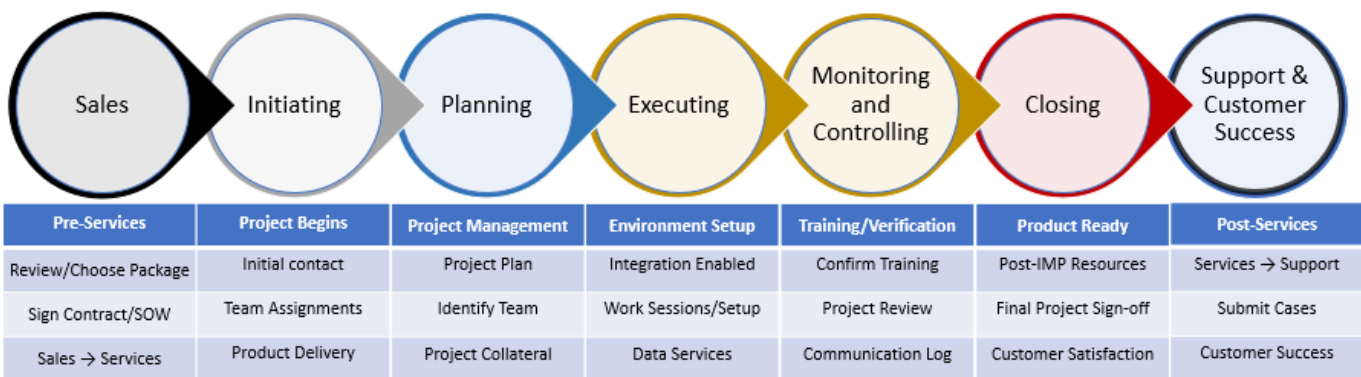
Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Released January 2021

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Naviance Premium Basic Statement of Work

Initiating (Pre-requisites before Assess)

PowerSchool Responsibilities

- Provide Intake information and this Statement of Work.

Customer Responsibilities

- Complete intake information, review and return this Statement of Work.

Assess

Completion Criteria

This phase will be considered complete when pertinent core deliverables below are completed:

Project Phase: ASSESS: Tasks and Deliverables	Responsible Party
Establish a steering committee (district staff, school site managers, data integration)	Customer
Establish goals, objectives, functionality, and timelines for implementation (provided via the project plan)	PowerSchool
Provide standard Naviance Scope & Sequence	PowerSchool
Connect with customer education trainer for Professional Development scheduling	Customer
Schedule recurring status meetings and data integration meetings	PowerSchool

Import

Data imports are essential to the functionality of Naviance. Depending on how your district or school decides to manage imports, certain data types can be setup to automatically update while others may need to be manually updated. Data imports into Naviance can be completed using any combination of (1) integrations, (2) automated imports via SchoolSync, and/or (3) manual imports. Customer is only responsible for completing the steps for their chosen data integration option(s).

Completion Criteria

This phase will be considered complete when pertinent core deliverables below and user acceptance testing have both been completed.

Project Phase: IMPORT: Tasks and Deliverables	Responsible Party
Define data to import	PowerSchool
Data Integration Meeting	PowerSchool
If using: PowerSchool SIS or eSchool Plus integration	
- Review SIS mapping template to identify matching fields between PowerSchool SIS/eSchool and Naviance	Customer

Naviance Premium Basic Statement of Work

- Determine GPA calculation method used in SIS	Customer
- Enable Class Rank at each school in Naviance	Customer
- Verify the column fields that will be used for the SIS import	Customer
- Determine which field in SIS will be used for Class Year in Naviance	Customer
- Verify which student email address should be used (Quick Export from SIS does not include email)	Customer
- Configure SIS Integration in Naviance (District level)	Customer
- Edit SIS integration settings in Naviance	Customer
- Match schools in Naviance with how they appear in SIS	Customer
- Edit SIS import settings	Customer
- Test/confirm/verify integration is set up and functioning properly	Customer
Build data import files	Customer
- Student data file	Customer
- Test score files	Customer
- Parent data file	Customer
- College application history file	Customer
- Scholarship file	Customer
- Alumni records file	Customer
- Course catalog file	Customer
- Course mapping file	Customer
- Student course data file	Customer
- Test imports (analyze files)	Customer
- Complete manual imports (for each file type to map fields)	Customer
- Review data imports for accuracy	Customer
If using: Clever Integration	
- Request the Naviance application within your clever dashboard and set your data sharing permissions.	Customer
- Match schools between Naviance/Clever	Customer
- Complete custom sections in Clever (if applicable)	Customer
- Complete test import (students)	Customer
- Create/update staff titles in Clever (if applicable)	Customer
- Complete test import (staff)	Customer
- Update keywords, functions and roles	Customer
- Complete student record import	Customer
- Complete staff record import	Customer
- Launch Clever integration for students	Customer
- Launch Clever integration for staff	PowerSchool
- Test student and staff SSO access	Customer
If using: Automated imports using School Sync	
- Download and install curl	Customer
- Create curl statement (for each data type)	Customer

Naviance Premium Basic Statement of Work

- Automate the process of creating Naviance files	Customer
- Schedule curl to run at regular intervals	Customer
If using: SAML Set Up	
- Update staff, student, and parent records with email address or Federated ID	Customer
- Configure SAML connection (one user type at a time)	Customer
- Copy Naviance service provider information	Customer
- Enter IDP information	Customer
- Provide Metadata file to IDP provider (if applicable)	Customer
- Test SAML connection	Customer
- Manage SAML connection and new user access	Customer
- If customer has other PowerSchool products, confirm use of AppSwitcher (see details below)	Application Specialist
If using: Set up PowerSchool SIS Integration for Course Planner	
- Upgrade to PowerSchool SIS version 22.5	Customer
- (in PS SIS) Install Naviance plugin	Customer
- Copy SIS Domain, Client ID, and Client Secret from PS SIS and paste into Naviance	Customer
- (in Naviance) Match schools, select import type, map data fields/define codes, and define import frequency	Customer
- Test import + Review results	Customer
- Start import	Customer
- Confirm future imports triggered by updating Data Update Frequency settings	Customer

Authentication Services

As part of these services, PowerSchool will guide the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, PowerSchool will assist with enabling the PowerSchool AppSwitcher feature for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Configure SSO
- Test the setup of Authentication services and AppSwitcher

Naviance Premium Basic Statement of Work

Completion Criteria

This phase will be considered complete when:

- Customer signs the final checklist that Authentication Services are complete

Configure

Completion Criteria

This phase will be considered complete when pertinent core deliverables below and user acceptance testing have both been completed.

Project Phase: CONFIGURE: Tasks and Deliverables	Responsible Party
Configuration of user roles and rights	
- Review and confirm district level roles and permissions required	PowerSchool
- Review and confirm school level roles and permissions required	PowerSchool
- Update permissions in Naviance	PowerSchool
- Manually create staff accounts (if not using Clever)	Customer
- Assign counselors to students (if not using Clever)	Customer
- Confirm staff user access is working properly	Customer
Configure Naviance Student	
- Review configuration options for Naviance Student	PowerSchool
- Update Naviance student permissions for students and parents (in each school)	PowerSchool
- Create custom Welcome Messages	PowerSchool
- Determine any additional features to be activated based on school/district's specific goals	Customer
- Add school logo	Customer
- Add additional content (per site)	Customer
- Activate Naviance Student (per site)	Customer
- Review Naviance Student configurations completed by PowerSchool	Customer
Configure school level preferences	
- Review school level preferences available for configuration	PowerSchool
- Time Zone	Customer
- Rank and decile settings	Customer
- Default GPA	Customer
- GPA mapping	Customer
- Student Groups (if not completed via data imports)	Customer
Configure Success Planner (aligned to standard scope and sequence)	
- Provide high level overview of Naviance Success Planner	PowerSchool
- Create programs for each grade level	PowerSchool

Naviance Premium Basic Statement of Work

- Edit built in tasks and add to programs	PowerSchool
- Create custom goal categories, surveys	PowerSchool
- Create custom tasks and add to programs	PowerSchool
- Test success planner programs (for each grade level)	PowerSchool
- Assign tasks to students	Customer
- Determine process for ongoing task assignment	Customer
- Review Success Planner configurations completed by PowerSchool	Customer
Configure College Planning	
- Provide high level overview of College Planning Tools	PowerSchool
- Add colleges to quicklist	Customer
- Create or subscribe to college groups	Customer
- Set up Rep Visits (or add college visits manually)	Customer
- Create scholarship categories	Customer
- Import scholarships (or add scholarships manually)	Customer
Configure Naviance eDocs	
- Consult on counselor/staff college application management process using eDocs	PowerSchool
- Activate Naviance eDocs	Customer
- Update eDocs Settings (Common Application integration)	Customer
- Update staff permissions for eDocs	Customer
- Update transcript manager settings	Customer
- Update teacher recommendation manager settings	Customer
- Update student permissions for eDocs	Customer
Career Planning Tools Configuration	
- Overview of configuration options for work-based learning	PowerSchool
- Input work-based learning opportunities	Customer
Collaborative Tools Configuration	
- Provide high level overview of Collaborative Tools	PowerSchool
- Create Naviance email templates	Customer
- Create custom surveys (as necessary)	Customer
Course Planner Configuration	
- Overview of Course Planner configuration options	PowerSchool
- Update district and school level staff permissions	PowerSchool
- Define subject areas	Customer
- Prepare Course Catalog data (manual, import, or SFTP)	Customer
- Complete course mapping (for district course planner)	Customer
- Validate course catalog data and course mapping	Customer
- Configure initial graduation plan of study	Customer
- Configure requirement details to initial plan of study	Customer
- Complete course rules and add courses to initial plan of study	Customer
- Complete testing of initial plan of study	Customer

Naviance Premium Basic Statement of Work

- Complete revisions to initial plan of study (if needed)	Customer
- Configure additional plans of study (as needed)	Customer
- Configure career pathways in initial plan of study	Customer
- Add student course data (import or SFTP)	Customer
- Validate student course data	Customer
- Complete course planner settings (approvals, labeling, custom documentation)	Customer
- Update student permissions for course planner	Customer
- Complete testing of course plans in Naviance Student	Customer
Naviance Curriculum Configuration	
- Provide high level overview of Curriculum	PowerSchool
<i>If Schoology users:</i> Determine if students will access lessons in Naviance Student or Schoology	Customer
<i>If using Curriculum in Schoology:</i> (following steps completed in Schoology; contact Schoology Support for assistance if needed)	
- Customize lessons and reorder grade-level programs to meet students' needs	Customer
- Change the names of lessons	
- Customize the introduction	
- Modify reflection prompts.	
- Add additional resources such as pages, links, and files.	
<i>If using Curriculum in Naviance:</i>	
- Update staff permissions	Customer
- Configure default sequences (if applicable)	Customer
- Update/create student groups for custom lesson sequences	Customer
- Assign custom lesson sequences to groups	Customer
- Update Naviance student settings (if applicable)	Customer
Student Readiness Report Configuration	
- Overview of Student Readiness Report configuration options	PowerSchool
- Build and customize report (10 sections)	Customer

Assumptions

Up to 15 hours of configuration by PowerSchool are included in the Configure phase of the Basic Deployment package

Deploy

Completion Criteria

This phase will be considered complete when pertinent core deliverables below and user acceptance testing have both been completed.

Naviance Premium Basic Statement of Work

Project Phase: DEPLOY: Tasks and Deliverables	Responsible Party
Establish stakeholder engagement plan	
- Conduct principal awareness planning	PowerSchool
- Introduce Naviance to students	Customer
- Introduce Naviance to teachers	Customer
- Plan to introduce Naviance to families	Customer
Rollout Naviance eDocs	
- Provide recommendations on how to train teachers on the Letters of Recommendation process	PowerSchool
- Introduce college application process to students	Customer
Rollout Naviance Course Planner	
- Consult on processes counselors would use to manage student course plans	PowerSchool
- Plan to introduce course planning process to students	Customer
Rollout Naviance Curriculum	
- Review Curriculum training plan for counselors and rollout/training plan for students	PowerSchool
- Introduce Curriculum lessons to teachers (if applicable) for use in the classroom	Customer
- Plan to introduce Curriculum lessons to students and outline how they will access	Customer
Rollout Insights Premium/Student Readiness Report	
- Walk Customer through reports available in Insights Premium for counselors	PowerSchool
- Consult on Student Readiness Report creation & deployment for counselors/staff	PowerSchool
- Conduct awareness session with administrators	PowerSchool
- Send email notifying parents report is available OR print and mail report to parents	Customer

Note: Any Training purchased alongside this Deployment will be made available during and after the deployment timeframe, and conducted by a PowerSchool Customer Education trainer

Assumptions

Up to 15 hours of configuration by PowerSchool are included in the Deploy phase of the Basic Deployment package

Measure

Completion Criteria

This phase will be considered complete when pertinent core deliverables below are completed:

Naviance Premium Basic Statement of Work

Project Phase: MEASURE: Tasks and Deliverables	Responsible Party
Conduct recurring project milestone check-in meetings	PowerSchool
Finalize project QA	Customer
Conduct project wrap-up meeting and hand off to Support	PowerSchool

Assumptions

PowerSchool's Quality Assurance processes will focus on the technical aspects of the solution to ensure it is accessible, functional, and adheres to best practices. It is the Customer's responsibility to ensure all agreed-upon functionality is behaving as intended by the product's existing functionality.

Closing

PowerSchool Responsibilities

- Assist in identifying the Technical Contact who will be able to view all open Support cases for the school/district
- Transition the Customer to Support, providing instructions on methods of communication with Support.

Customer Responsibilities

- Request Technical Contact to be added (if necessary)
- Contact the Support Team with any post-project requests.

Completion Criteria

This activity will be considered complete when:

- The Customer has been introduced to Support and instructions for post-project support have been provided to the Customer.

Primary Customer Roles & Responsibilities in Project

Roles and Responsibilities
<p>Project Lead: Main contact for the Naviance implementation project</p> <p>Solution Design: Responsible for contributing goals and requirements of Naviance product.</p> <p>Data Integration Design: Has knowledge of any data integrations required and command of providing data to Naviance and extracting data or reports provided by Naviance.</p> <p>Administrative Tool Design: Responsible for requesting any revisions to the administrative toolset.</p> <p>Training Program Design: Responsible for scheduling and facilitating training for appropriate users.</p>

Naviance Premium Basic Statement of Work

Project Timeline and Customer Expertise

The implementation timeline is eight (8) consecutive weeks beginning with the Project Kickoff meeting.

The Implementation process requires that the Customer be prepared to dedicate time and resources with the requisite expertise to prepare for end users to begin using the Naviance product.

The Customer must:

- Review and test all technical components to ensure they are built to agreed-upon specifications
- Review online materials to establish a baseline command of the tools required.
- Assign permissions to staff as needed.

The work conducted by the Customer must be planned throughout the implementation for deadlines to be met. The Customer may elect to expand their implementation team and delegate tasks accordingly.

To ensure success, designate staff resources to the Implementation who possess:

- An understanding of how the Customer intends to use Naviance
- Technical expertise commensurate with the Customer tasks defined throughout the SOW.
- The ability and access to extract, provide, receive, and interpret data.

Meetings

Your Naviance Application Specialist/Project Manager will schedule meetings during implementation. These calls will also be checkpoints at which to track progress and ensure deadlines are being met. They will also allow for consultation on any implementation steps assigned. It is critical that the Customer project team be prompt and prepared for each meeting in alignment with the Project Plan provided at the outset of the project. Cancellation within 24 hours or no showing to the meeting will result in a depletion of Services backlog the equivalent of half the billable time of the scheduled meeting.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.7

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

SUBJECT:

Request the Board to Accept and Acknowledge the Listed Donations

BACKGROUND:

Donations Receive and Acknowledge

Bates Elementary School

Westside Spreading LLC - Native American Books for Children Approx. Value \$217.25

Mr. & Mrs. Chan - \$200 - Student Field Trips

Dennis Leary - \$200 - Student Field Trips

Bogle Vineyards - \$500 - Student Field Trips

Kay Dix Inc. - \$500 - Student Field Trips

F & M Bank - \$900 - Student Field Trips

FLINT - \$600 - Student Field Trips

Rotary Club of Walnut Grove - \$2,000 - Student Dictionaries

Rotary Club of Walnut Grove - \$380 - Picture Dictionaries

Carly Lamera - \$350 - Graphic Design

Delta High School – Athletics

Rotary Club of Walnut Grove - \$1,000

Clarksburg Middle School – Athletics

Rotary Club of Walnut Grove - \$1,000

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: May 9, 2023

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 March 2023

BACKGROUND:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policies, Administrative Regulations and Exhibits.

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to March 2023 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 June 13, 2023 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 March 2023.

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET
March 2023

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 0420.4 - Charter School Authorization

Policy updated to reference that, until January 1, 2025, the Governing Board is prohibited from approving a petition for the establishment of a new charter school offering nonclassroom-based instruction, and provide that a district under state receivership is not in a position to absorb the fiscal impact of a proposed charter school. Policy also updated to reference pending litigation brought by each of CSBA's Education Legal Alliance and Napa Valley Unified School District against the State Board of Education (SBE) regarding SBE's authority to reverse the denial of a charter school petition by making a determination that a board abused its discretion in denying the petition.

Administrative Regulation 0420.4 - Charter School Authorization

Regulation updated to reflect **NEW LAW (AB 740, 2022)** which extends to a foster youth's attorney and county social worker and an Indian child's tribal social worker, and if applicable, county social worker, required notifications regarding involuntary removal of a student, and provides that these individuals, with the addition of a foster youth's educational rights holder, have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Regulation also updated to expand the material regarding (1) procedures for suspension or expulsion, including the requirement for written notice of the intent to remove the student and the right to initiate a hearing, and material related to processes for notification to the district when a student is expelled or leaves the charter school without graduating or completing the school year, and (2) the final audit when a charter school closes.

Board Policy 3555 - Nutrition Program Compliance

Policy updated to clarify that prohibited discrimination includes alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability. Policy also updated to reflect United States Department of Agriculture CRD memorandum 01-2022, "Application of *Bostock v. Clayton County* to Program Discrimination Complaint Processing," which clarifies that prohibited sex discrimination includes discrimination on the basis of gender identity and sexual orientation. Policy also updated to include that complaints against a program operator that is not an educational agency shall be filed with or referred to the California Department of Education.

Exhibit(1) 3555 - Nutrition Program Compliance

Exhibit updated to reflect current language of the United States Department of Agriculture Nondiscrimination Statement.

Board Policy 4030 - Nondiscrimination in Employment

Policy updated to reflect **NEW LAW (SB 523, 2022)** which adds reproductive health decisionmaking as a form of prohibited discrimination, and prohibits an employer from requiring an applicant or employee to disclose information relating to an employee's reproductive health decisionmaking.

Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to reflect **NEW LAW (AB 2413, 2022)** which prohibits a district from suspending, demoting, or dismissing a permanent classified employee who timely requests a hearing pending the outcome of that hearing.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to clarify that a classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. Regulation also updated to reflect **NEW LAW (AB 2413, 2022)** which prohibits a district from

suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing unless it is found by a preponderance of the evidence at the time discipline was imposed that the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Additionally, regulation updated to provide that a district may cease paying an employee if a decision has not been rendered within 30 days of the date the hearing was requested.

Administrative Regulation 5113 - Absences and Excuses

Regulation updated to reflect **NEW LAW (SB 955, 2022)** which includes, as another type of required excused absence, the absence of a middle school or high school student for the purpose of participating in a civic or political event, as defined, provided that the student notifies the school ahead of the absence, and **NEW LAW (AB 181, 2022)** which no longer requires the State Board of Education to update its illness verification regulations as necessary to account for including, as a personal illness excused absence, a student's absence for the benefit of the student's mental or behavioral health. Regulation also updated to clarify that absences for participation in religious exercise or to receive moral and religious instruction are excused, but that in order for districts to receive average daily attendance funding for such absences, the Governing Board is required to first adopt a resolution permitting an excused absence for such purposes.

Administrative Regulation 5131.41 - Use of Seclusion and Restraint

Regulation updated to clarify the limited exception when seclusion and/or behavioral constraint may be used, and to reflect that it cannot be applied for longer than necessary to contain the dangerous behavior. Regulation also updated to include, as appropriate, concepts from the December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities. Regulation also updated to add a new section "Documentation of Seclusion and Restraint."

Administrative Regulation 5144 - Discipline

Regulation updated to incorporate **NEW GUIDANCE** from the U.S. Department of Education, Office for Civil Rights, issued to help districts support students with disabilities and avoid discriminatory discipline practices.

Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process

Regulation updated to provide that "suspension" does not include removal from class, as specified, so long as removal from a particular class does not occur more than once every five school days, add definitions related to electronic acts as a mode of bullying, include that a teacher may, in addition to suspending a student from class, refer a student for specified acts to the Principal or designee for consideration of a suspension from school, and clarify that immediate suspension is required for any student found at school or a school activity away from school who committed any of the enumerated acts for which a recommendation of expulsion is required. Regulation also updated to reflect **NEW LAW (AB 740, 2022)** which provides for additional due process procedures for suspension of foster youth and Indian children.

Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)

Regulation updated to reflect **NEW GUIDANCE** from the U.S. Department of Education's Office of Special Education and Rehabilitative Services, which recommends that districts identify ways to significantly reduce the use of exclusionary discipline and its disproportionate effect on student with disabilities, and the U.S. Department of Education's Office for Civil Rights, which provides that, for a student with a disability under Section 504, schools are required to conduct a manifestation determination before implementing a disciplinary removal that will significantly change the placement of the student due to discipline for (1) removal from class or school for more than 10 consecutive school days, or (2) a series of removals from class or school that together total more than 10 school days in a school year and constitute a pattern of removal. Regulation also updated to emphasize that suspension or expulsion of a student with disabilities be in accordance with Board Policy 5144.1 - Suspension and Expulsion/Due Process, and that when a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team consider positive behavioral interventions and supports, and other strategies, to address the behavior. Additionally, regulation updated, for conceptual alignment, to move material regarding the monitoring of the number of days of a suspension of student with an IEP, and reflect

NEW LAW (AB 740, 2022) which provides that a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice and invitation to the manifestation determination meeting, involuntary transfer notice, and other documents and related information.

Administrative Regulation 6115 - Ceremonies and Observances

Regulation updated to reflect **NEW LAW (AB 1655, 2022)** which adds June 19, "Juneteenth National Independence Day," to the list of holidays on which public schools must be closed and **NEW LAW (AB 1801, 2022)** that adds Genocide Remembrance Day to the list of days districts are authorized to close. Regulation also updated to clarify language regarding days on which schools are required to be closed based on appointment by the Governor or President, and to encourage districts to observe a moment of silence on September 11th Remembrance Day, as authorized by law.

Board Policy 6146.1 - High School Graduation Requirements

Policy updated to reflect **NEW LAW (SB 532, 2022)** which expands and strengthens the exemptions from graduation requirements for highly mobile student populations, and includes a requirement for districts to annually report to the California Department of Education regarding the number of students who, for the prior school year, graduated with an exemption from district-established graduation requirements, as specified.

Board Policy 6173 - Education for Homeless Children

Policy updated to reflect **NEW LAW (AB 408, 2022)** which (1) **mandates** that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Policy also updated to reflect **NEW LAW (AB 2375, 2022)** which requires districts, regardless of whether they received American Rescue Plan Act of 2021 funds, to annually administer a housing questionnaire for the purpose of identifying students experiencing homelessness, including unaccompanied minors, and annually report that number of students to the California Department of Education (CDE). Additionally, policy updated to reflect **NEW LAW (SB 532, 2022)** which requires districts to annually report to CDE the number of students experiencing homelessness who graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements. Policy updated throughout to change language from "homeless student" to "student experiencing homelessness."

Administrative Regulation 6173 - Education for Homeless Children

Regulation updated to reflect **NEW LAW (AB 408, 2022)** which (1) **mandates** that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Regulation also updated to clarify what factors to consider when determining the "best interest" of the student in enrollment decisions. Additionally, regulation updated to reflect **NEW LAW (AB 181, 2022)** which exempts a student classified as unduplicated from paying a fee for transportation and **NEW LAW (SB 532, 2022)** which provides, when a student experiencing homelessness transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district-established or statewide course requirements. Regulation updated throughout to change language from "homeless student" to "student experiencing homelessness."

Board Policy 6173.1 - Education for Foster Youth

Policy updated to move material regarding a safe learning environment toward the beginning of the policy as it is philosophical in nature and has general implications, and reflect **NEW LAW (SB 532, 2022)** which requires districts to annually report to the California Department of Education regarding the number of foster youth who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Administrative Regulation 6173.1 - Education for Foster Youth

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which (1) amends the definition of foster youth, and (2) requires districts that provide home-to-school transportation and other transportation expressly provided by in law to waive transportation fees for foster youth. Regulation also updated to align the definition of "school of origin" with code language, reflect **NEW LAW (AB 740, 2022)** which provides that a foster youth's educational rights holder, attorney, and county social worker have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information and **NEW LAW (SB 532, 2022)** which provides, when a foster youth transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district-established or statewide course requirements.

Board Policy 6177 - Summer Learning Programs

Policy updated to clarify that summer learning programs are part of the Expanded Learning Opportunities (ELO) Program and to reflect the requirements of the ELO programs to offer access to specified students, as provided in **NEW LAW (AB 181 and 185, 2022)**. Policy also updated to reference **NEW GUIDANCE** from the California Department of Education which clarifies that districts are prohibited from charging fees for summer school.

Administrative Regulation 6184 - Continuation Education

Regulation updated to more closely align with code language the component of the district's continuation education program that is in regard to coordinating instruction and training with the student's home, employment and other agencies and reflect **NEW LAW (AB 740, 2022)** which (1) extends the requirement to provide written notice of the opportunity to request a meeting with the Superintendent or designee prior to an involuntary transfer, to a foster youth's educational rights holder, attorney and social worker, or an Indian child's tribal social worker, and if applicable, county social worker, and (2) provides that a foster youth's educational right's holder, attorney, and county social worker, and an Indian child's tribal social worker, and, if applicable, a county social worker, have the same rights as a parent at such meeting with the Superintendent or designee. Regulation also updated to include an additional condition required by law for voluntary enrollment in continuation education classes, which is that the transfer is voluntary and that the student has a right to return to the student's previous school.

Board Bylaw 9270 - Conflict of Interest

Bylaw updated to reflect **NEW LAW (SB 1439, 2022)** which makes applicable to elected district officers the prohibition against accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, and from participating in making, or in any way attempting to use the official position to influence the Board's decision when a district officer received a contribution of more than \$250 from a party or participant in the preceding 12 months, as specified. Bylaw also updated to clarify, for a Board member who manages public investments, that when an item on the consent calendar is one in which the Board member has a financial interest, the Board member is required to either make a motion to remove the item from the consent calendar or abstain from voting on the consent calendar.

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to reflect **NEW LAW (AB 2449, 2022)** which (1) requires Boards to maintain and implement a procedure for receiving and resolving requests for reasonable accommodation for individuals with disabilities, to resolve any doubt in favor of accessibility, and to give notice of the procedure for receiving and resolving requests for accommodation in each instance in which notice of the time of a meeting is otherwise given or the agenda is otherwise posted, and (2) adds procedures for "Teleconferencing During a Personal Emergency" and "Teleconferencing for 'Just Cause'". Bylaw also updated to reflect **NEW LAW (AB 2647, 2022)** which provides a procedure for complying with the Brown Act when distributing materials to the Board less than 72 hours before a regular meeting and outside of regular business hours. Additionally, bylaw updated to reference the expiration of the California COVID-19 State of Emergency on February 28,

2023 and to clarify that a Board may utilize "Teleconferencing During a Proclaimed State of Emergency," if all terms are met pursuant to Government Code 54953, until January 1, 2024.

Policy 0420.4: Charter School Authorization

Status: ADOPTED

Original Adopted Date: 05/01/2019 | Last Revised Date: 03/01/2020~~2023~~ | Last Reviewed Date: 03/01/2020~~2023~~

CSBA NOTE: The following optional policy may be revised to reflect district practice. Education Code 47600-47616.7 authorize the establishment of public charter schools, which are generally exempt from the Education Code unless otherwise specified in law. To establish a charter school within the district, petitioners must submit to the Governing Board for approval a petition which includes all components required by law as described in the accompanying administrative regulation. The following policy reflects the criteria and procedures required by Education Code 47605, as amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019).

Under certain circumstances, charter petitions may also be approved by other governmental entities. For example, Education Code 47605.5-47605.6 ~~authorize~~require petitioners to submit a petition directly to the County Board of Education when (1) the charter school will serve students for whom the county office of education would otherwise be responsible for providing direct education and related services or (2) the countywide program will provide educational services to a student population that cannot be served as well by a charter school operating in only one district in the county. ~~Education Code 47605.8, which authorized petitioners to submit a petition directly to the State Board of Education (SBE) to approve a statewide benefit charter school, was repealed by AB 1505.~~

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

For further information regarding the submission and review of charter school petitions, see CSBA's ~~publication~~, "Charter Schools: A Guide for Governance Teams." CSBA's District and County Office of Education Legal Services attorneys can also assist with petition reviews for districts that subscribe to that service.

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

CSBA NOTE: Education Code 47605 allows for Board approval of a start-up charter school or the conversion of an existing public school into a charter school, provided that the school adopts and maintains a policy giving admission preference to students who reside within the former attendance area of that public school. The signature requirement differs for each type of charter school; see the accompanying administrative regulation.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

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

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

Timelines for Board Action

CSBA NOTE: Pursuant to Education Code 47605, as amended by AB 1505 and AB 1595, upon receiving a charter petition, the Board is required to hold a public hearing within 60 days of receiving a charter petition to determine the level of support for the petition, and to hold a public hearing within 90 days to take final action on the petition. As amended, Education Code 47605 also requires the district to publish, at least 15 days prior to the public hearing at which the Board will grant or deny the petition, staff recommendations regarding the petition and, if applicable, the certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district.

To provide adequate opportunity for public input and thoughtful consideration of the charter petition, it is recommended that the Board conduct two public hearings -- one hearing to determine the level of support for the petition and, following the publication of staff recommendations, a second hearing to grant or deny the petition. However, the law does not explicitly require two hearings, and it may be possible to hold one public hearing for to both determining determine the level of support for the petition and granting grant or denying deny the petition, provided that staff recommendations are published 15 days prior to the hearing, the hearing is held within 60 days of receipt of the petition, and the petitioners have equal time and opportunity to present evidence and testimony. Legal CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as needed to ensure that all requirements are met.

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by district teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the

potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. As amended by AB 1505 and AB 1595, Education Code 47605 requires that, in the event that a petition is denied and the matter is appealed, the Board must provide a documentary record to the petitioner, including a transcript of the public hearing at which the Board denied the hearing. See section on "Appeals" below. Thus, it may be useful to have a transcription of the hearing(s) in the event that the petitioners later appeal the decision of the Board.

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

Approval of Petition

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

Pursuant to Education Code 47605, as amended by AB 1505 and AB 1595, the Board must also consider the interests of the community in which the school is proposing to locate.

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

CSBA NOTE: Pursuant to Education Code 47604.1, as added by SB 126 (Ch. 3, Statutes of 2019), charter schools are subject to the Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 7920.000 - 7930.170215), conflict of interest laws (Government Code 1090-1099), and the Political Reform Act (Government Code 81000-91014).

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

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

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

A sample MOU between SBE and a state-approved charter school, available on the California Department of Education's, and athletics. See CDE's web site, may be adapted for use by districts sample MOUs.

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

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

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter petition to the County Superintendent of Schools, ~~the~~ CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall summarily deny any charter petition that proposes to:

1. 1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
2. 2. Convert a private school to a charter school (Education Code 47602)

CSBA NOTE: Pursuant to Education Code 47605, the Board may approve a charter school serving students in a grade level not offered by the district only when the charter school will also serve all the grade levels offered by the district. Thus, an elementary district's board cannot approve a charter for a high school, but may approve a charter for a K-12 school since the charter school will serve all grade levels served by the elementary school district.

3. 3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

CSBA NOTE: Pursuant to Education Code 47612.7, as added by AB 1505, until January 1, ~~2022~~2025, the Board is prohibited from approving a petition for the establishment of a new charter school offering nonclassroom-based instruction. A charter school approved before October 1, 2019 which had started providing educational services as of that date may continue to offer nonclassroom-based instruction under the circumstances specified in Education Code 47612.7.

4. 4. Offer nonclassroom-based instruction (Education Code 47612.7)

CSBA NOTE: Pursuant to Education Code 47605, a charter petition can be denied only if certain factual findings are made. 5 CCR 11967.5.1 contains criteria for SBE's review of charter petitions, which may be useful to the district in determining how it might evaluate whether a petition meets the conditions specified below.

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. 1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school.
2. 2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. 3. The petition does not contain the number of signatures required.
4. 4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.
5. 5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).
6. 6. The petition does not contain a declaration as to whether ~~or not~~ the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

CSBA NOTE: As amended by AB 1505 and AB 1595, Education Code 47605 expands the grounds for denial of a charter petition to include those specified in items #7-8 below.

6. 7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances ~~regarding:~~ that analyze and consider the following factors:
 - a. a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings
 - b. b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

CSBA NOTE: Pursuant to Education Code 47605, a district under state receivership is not in a position to absorb the fiscal impact of a proposed charter school.

7. 8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification, ~~or~~ has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification, or is under state receivership.

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

Appeals

CSBA NOTE: Pursuant to Education Code 47605, if the Board denies a charter petition, the petitioner may, within 30 days of the denial, submit the petition to the County Board. If the County Board denies a petition on appeal, the petitioner may, within 30 days of the denial by the County Board, appeal to SBE.

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

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

CSBA NOTE: CSBA's Education Legal Alliance and the Napa Valley Unified School District each have litigation pending against SBE and the exercise of its authority to reverse the denial of a charter school petition deciding that a board abused its discretion in denying the petition. Due to the legal uncertainty in this area, the Board should consult CSBA's District and County Office of Education Legal Services or district legal counsel when a petition the Board has denied is on appeal to SBE.

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE, which may include supporting documentation, detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code 47605)

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 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.51 02 -42238.2 52	Funding for charter districts
Ed. Code 44237	Criminal record summary
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 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47650-47652 47655	Funding of charter schools
Ed. Code 49011	Student fees
Ed. Code 51745 51744-51749.6	Independent study
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56026	Special education
Ed. Code 56145-56146	Special education services in charter schools
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000 - 7930.170 215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974

Welfare and Institutions Code 224.1

Indian child; definition

Federal

20 USC ~~7223-7225~~7221-7221j

Description

Charter schools

Management Resources

Attorney General Opinion

Description

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)

California Department of Education Charter Authorizing Professionals Publication
Court Decision

Sample Copy of a Memorandum of Understanding (MOU) Resource, September 2022

Court Decision

CSBA's Education Legal Alliance v. California State Board of Education, Case No. 34-2018-80002834

Court Decision

Napa Unified School District v. California State Board of Education, Case No. 34-2022-80004051

CSBA Publication

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

CSBA Publication

Charter Schools: A Guide for Governance Teams, rev. February 2016 2021

CSBA Publication

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

CSBA Publication

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

U.S. Department of Education Publication

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

U.S. Department of Education Publication

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

U.S. Department of Education Publication

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, August 2016

Website

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

Website

CSBA District and County Office of Education Legal Services

Website

National Association of Charter School Authorizers

Website

California Charter Schools Association

Website

California Department of Education, Charter Schools

CSBA

Cross References

Code	Description
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
2230	Representative And Deliberative Groups
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6178	Career Technical Education
6178	Career Technical Education
6184	Continuation Education
6184	Continuation Education
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

Regulation 0420.4: Charter School Authorization

Status: ADOPTED

Original Adopted Date: 10/01/2015 | Last Revised Date: 03/01/2020 ~~2023~~ | Last Reviewed Date: 05 ~~03~~/01/2019 ~~2023~~

CSBA NOTE: The following administrative regulation is optional.

Petition Signatures

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

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

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

Staff Advisory Committee

CSBA NOTE: The following optional section may be revised to reflect district practice. CSBA's publication, "Charter Schools: A Guide for Governance Teams," suggests that a petition review team is one method that a district may use to obtain input on proposed charters. Such a committee might include representatives of with expertise in the district's areas of governance, human resources, fiscal services, risk management, student services, business/finance, facilities, curriculum and instruction, special education, facilities, and other departments and, as appropriate, other student populations. CSBA's District and County Office of Education Legal Services attorneys can also assist with petition reviews for districts that subscribe to that service.

Education Code 47605, as amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019), requires the district to publish staff recommendations regarding the petition at least 15 days prior to the hearing at which the Governing Board will grant or deny the petition; see the section "Timelines for Board Action" in the accompanying Board policy.

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

CSBA NOTE: CSBA's ~~publication~~, "Charter Schools: A Guide for Governance Teams," recommends specific content that would constitute a reasonably comprehensive description of each component listed in ~~items~~ Items #1-1617 below, as well as additional content that is not required but may be requested of the petitioners (e.g., school calendar, transportation arrangements, a sample of the curriculum and instructional materials).

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

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

CSBA NOTE: Education Code 47605 requires the charter petition to include annual goals, as described in Education Code 52060, for all students and for each numerically significant subgroup of students, and specific actions to achieve those goals ~~as described in Education Code 52060~~. 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 there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school.

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

~~As amended by AB 1595, Education Code 47605 no longer requires that charter petitions include annual goals that apply to the nature of the program operated.~~

2. ~~The petition shall include a description of the~~ 2. ~~The~~ charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

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

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

3. 3. The measurable student outcomes identified for use by the charter school.

3. 3. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

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4. 4. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

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

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

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7. 7. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:

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- a. a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.
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- b. b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).
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- c. c. The charter school's safety plan shall be reviewed and updated by March 1 each year.

CSBA NOTE: As amended by AB 1505 and AB 1595, Education Code 47605 adds a requirement that the petition describe the means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learners, including redesignated fluent English proficient students.

- 8. 8. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, that is reflective of the general population residing within the district's territorial jurisdiction.

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

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

~~CSBA NOTE: As added by AB 982 (Ch. 779, Statutes of 2019),~~ CSBA NOTE: Education Code 47605 requires that the suspension and expulsion procedures included in the charter petition prohibit the involuntary removal of a student, unless written notice of intent to remove the student has been given to the student and the student's parent/guardian. When such a student is a foster child or youth, homeless child, or Indian child, as defined in Welfare and Institutions Code 224.1, Education Code 47605, as amended by AB 740 (Ch. 400, Statutes of 2022), requires such notifications to also be given to other specified individuals, such as a foster youth's educational rights holder, attorney, and county social worker, a homeless child's educational rights holder, and

an Indian child's tribal social worker, and if applicable, county social worker. Pursuant to Education Code 47605, as amended by AB 740, these individuals have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

Additionally, Education Code 47606.2 requires that the suspension procedures included in the charter petition provide that (1) upon request of a student who has been suspended for two or more school days, or the student's parent/guardian or other person holding the right to make educational decisions for the student, the homework assigned during the period of suspension be given and (2) any such completed homework shall not count towards the student's overall grade in the class unless the assignments are graded before the end of the academic term.

11. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605 and a statement that the suspension procedures will include requirements.

Such procedures shall contain a clear statement that no student shall be involuntarily removed by the charter school for any reason unless written notice of the intent to remove the student is given to the student's parent/guardian at least five schooldays before the effective date of the removal. In the case of a homeless student or foster youth, the notice shall be given to the student's educational rights holder. Additionally, a foster youth's attorney and county social worker, and an Indian child's tribal social worker, and if applicable, the county social worker, shall be given such notice.

The notice shall inform the student, the student's parent/guardian, and any other specified individual, as applicable, of the right to initiate a hearing as described in Education Code 47605, before the effective date of the removal. The notice shall be provided in the student's parent/guardian's, or other applicable person's language, and, if such a hearing is initiated, shall include the student's right to remain enrolled in the charter school until a final decision is made by the charter school.

- ~~11.~~ In addition, the procedures shall contain a statement pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

~~Such procedures shall also include processes by which the charter school will notify the superintendent of a district, and by which the charter school may be notified by the superintendent of a district, when a student or former student of the charter school is expelled or subject to any of the circumstances specified in Education Code 47605(e)(3).~~
Superintendent of the district of the student's last known address and, upon request, provide the student's cumulative record to the district, when a student is expelled or leaves the charter school without graduating or completing the school year for any reason. In addition, the procedures shall describe the means by which the district can contact the charter school if the student is subsequently expelled or leaves the school district without graduating or completing the school year for any reason.

Involuntarily removed means disenrolled, dismissed, transferred, or terminated, but does not include suspensions. (Education Code 47605)

12. 12. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

-

13. 13. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.

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14. 14. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.

-

15. 15. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

CSBA NOTE: Education Code 47605 requires charter petitions to contain the declaration specified in ~~item #15~~ Item #16 below regarding responsibilities for collective bargaining. If the charter school is not deemed the public school employer for purposes of collective bargaining under Government Code 3540-3549.3, the district where the charter school is located shall be deemed the public school employer for these purposes, pursuant to Education Code 47611.5. Education Code 47611.5 further provides that, if the charter does not specify that the charter school shall comply with laws and regulations governing tenure or a merit or civil service system, the scope of representation for that charter school shall also include discipline and dismissal of charter school employees.

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

CSBA NOTE: Education Code 47605 and 5 CCR 11962 require the charter petition to include procedures to be used in the event that the charter school closes for any reason, as provided in ~~item #16~~ Item #17 below. Duties of the district pertaining to charter school closures include notification requirements pursuant to Education Code 47604.32 and 5 CCR 11962.1; see BP 0420.41 - Charter School Oversight.

17. 17. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:

-

a. a. Designation of a responsible entity to conduct closure-related activities

-

b. b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

- i. The effective date of the closure
 - ii. The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - iii. The students' districts of residence
 - iv. The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with ~~item #16a~~ Item #17a above
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with ~~item #16a~~ Item #17a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the charter school that may function as the annual audit, which includes an ~~accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an~~ assessment of the disposition of any restricted funds received by or due to the school
- and an accounting of all financial assets and liabilities pursuant to 5 CCR 11962
- g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR ~~11962~~ -11962h.
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in ~~item #16a-h~~ Item #17a-g above

CSBA NOTE: Education Code 47605 requires that petitioners provide to the Board the information listed in ~~items~~ Items #1-4 below. ~~As amended by AB 1505, and AB 1595, Education Code 47605 adds item #5 below as a requirement, for any petition to operate a charter school by or as a nonprofit public benefit corporation, the information listed in Item #5 below.~~

The Board may require additional information beyond what is included in ~~items~~ Items #1-5. As

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

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

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

1. 1. The facilities to be used by the charter school, including where the school intends to locate
-
2. 2. The manner in which administrative services of the charter school are to be provided
-
3. 3. Potential civil liability effects, if any, upon the charter school and district
-
4. 4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation
-
5. 5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

Location of Charter School

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

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

CSBA NOTE: Pursuant to Education Code 47605.1, ~~as amended by AB 1507 (Ch. 487, Statutes of 2019)~~, a resource center, meeting space, or other satellite facility used by a charter school for nonclassroom-based independent study must, with specified exceptions, be located within district boundaries.

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

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

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 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.51 <u>02</u> -42238. 2 <u>52</u>	Funding for charter districts
Ed. Code 44237	Criminal record summary
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 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47650- 47652 47655	Funding of charter schools
Ed. Code 49011	Student fees
Ed. Code 51745 51744-51749	Independent study
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56026	Special education
Ed. Code 56145-56146	Special education services in charter schools
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000 - 7930.170 215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
Welfare and Institutions Code 224.1	Indian child; definition

Federal

20 USC ~~7223-7225~~[7221-7221j](#)

Management Resources

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

California Department of Education [Charter Authorizing Professionals](#) Publication

[Court Decision](#)

[Court Decision](#)

Court Decision

Description

Charter schools

Description

101 Ops.Cal.Atty.Gen. 92 (2018)

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

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

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

~~Sample Copy of a Memorandum of Understanding (MOU)~~
[Resource, September 2022](#)

[CSBA'S Education Legal Alliance v. California State Board of Education, Case No. 34-2018-80002834](#)

[Napa Unified School District v. California State Board of Education, Case No. 34-2022-80004051](#)

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

CSBA Publication	Charter Schools: -A Guide for Governance Teams, rev. February 2016 <u>2021</u>
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016
CSBA Publication	Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
U.S. Department of Education Publication	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
U.S. Department of Education Publication	Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, August 2016
U.S. Department of Education Publication	Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011
Website	CSBA District and County Office of Education Legal Services
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card

2230	Representative And Deliberative Groups
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6178	Career Technical Education
6178	Career Technical Education
6184	Continuation Education
6184	Continuation Education
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

Policy 3555: Nutrition Program Compliance

Status: ADOPTED

Original Adopted Date: 07/01/2010 | **Last Revised Date:** 07/03/01/20202023 | **Last Reviewed Date:** 07/03/01/20202023

CSBA NOTE: The following policy is required for any district whose child nutrition programs (i.e., National School Lunch Program, School Breakfast Program, Special Milk Program, and/or other child nutrition program) receive state or federal funding. During the California Department of Education's (CDE) Administrative Review of the district's child nutrition programs, CDE will review whether the district has a written procedure that complies with requirements pertaining to civil rights and nondiscrimination.

Various state and federal laws prohibit discrimination in district programs and activities on the basis of actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. See BP 0410 - Nondiscrimination in District Programs and Activities.

CDE's "Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs," and the U.S. Department of Agriculture's (USDA) "FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities," provide guidance to districts on how best to comply with federal law.

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

Compliance Coordinator

CSBA NOTE: According to CDE's "Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs," districts are required to appoint a coordinator to be responsible for ensuring district compliance with law governing child nutrition programs. The following paragraph may be revised to reflect district practice.

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

CSBA NOTE: Items #1-10 below reflect the duties of the coordinator as provided in CDE's "Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs,"

The responsibilities of the compliance coordinator include, but are not limited to:

1. 1. Providing the name of the compliance coordinator, and the Section 504 coordinator, and Title IX coordinator, if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties
2. 2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

CSBA NOTE: "FNS Instruction 113-1" lists required components of training that must be provided to nutrition program staff, as provided below.

3. The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.
4. 3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
5. 4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
6. 5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
7. 6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
8. 7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
9. 8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
10. 9. Implementing procedures to process and resolve civil rights (~~complaints, including alleged~~ discrimination) complaints on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability, and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

CSBA NOTE: Districts receiving federal financial assistance are required to request racial/ethnic data of all program applicants and participants for purposes of determining whether the program reaches potential eligible persons, identifying areas where additional outreach is needed, selecting locations for compliance reviews, and completing required reports. According to “FNS Instruction 113-1,” using the applicant's self-identification or self-reporting is the preferred method of obtaining racial and ethnic data.

When requesting such information, districts should be careful to not request any information in regard to the immigration status of students or their family members and, if such information is inadvertently received, to not disclose it to immigration enforcement authorities without parental consent, a court order, or judicial subpoena. See AR 5145.13 - Response to Immigration Enforcement.

- 11. 10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster, or a substitute poster approved by the USDA's Food and Nutrition Service, is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

CSBA NOTE: “FNS Instruction 113-1” requires districts to notify nutrition program applicants, participants, and potentially eligible persons of program availability, rights, and responsibilities and to advise them at each service delivery site (e.g., the school) regarding the procedure for filing a complaint. Such notice may be distributed through student and parent/guardian handbooks or other method of ~~parental~~ parent/guardian notifications.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs, including program requirements and program availability. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be ~~file~~ filed anonymously or by a third party.

CSBA NOTE: As part of its instructions to all recipients of federal funds, USDA requires that all forms of communication available to the public regarding program availability also contain information about that recipient's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the recipient. USDA provides specific language for the notification and prohibits its modification in any way. The required language is available on USDA's web site and in the accompanying exhibit.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, at the most current version of the nondiscrimination statement provided by USDA 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.

Forms of communication requiring this nondiscrimination statement include, but are not limited to,

web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, [menus](#), and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

CSBA NOTE: 5 CCR 4610, as amended by Register 2020, No. 21, reduces the applicability of the district's uniform complaint procedures (UCP) for complaints regarding child nutrition programs. 5 CCR 15582, as added by Register 2020, No. 21, [CSBA NOTE: 5 CCR 15582](#) requires allegations of discrimination based on race, color, national origin, sex, age, or disability to be referred to USDA. Pursuant to [USDA's CRD memorandum 01-2022, "Application of *Bostock v. Clayton County* to Program Discrimination Complaint Processing,"](#) [prohibited sex discrimination includes discrimination on the basis of gender identity and sexual orientation](#). Complaints of discrimination on any other basis are addressed through the district's UCP; see BP/AR 1312.3 - Uniform Complaint Procedures.

For information about compliance complaints, see the section below on "Complaints Regarding Noncompliance with Program Requirements."

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, [sexual orientation](#), [gender identity](#), age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at [any of the following](#): (5 CCR 15582)

[Mail](#): U.S. Department of Agriculture,
Office of the Assistant Secretary for Civil Rights,
1400 Independence Avenue, SW,
Washington, D.C. 20250-9410,

[Phone](#): (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), ~~fax~~)

[Fax](#): [\(833\) 256-1665](#) or (202) 690-7442; ~~or email~~

[Email](#): program.intake@usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

Complaints Regarding Noncompliance with Program Requirements

CSBA NOTE: 5 CCR 15580-15584, as added by Register 2020, No. 21, require complaints regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses to be referred to CDE. During the investigation, the complainant will have the opportunity to present information or evidence to support the allegations, and the district will have the opportunity to respond to the complaint. The district may also be subject to an on-site investigation, which may be unannounced. CDE's written decision

will be issued within 90 days of receipt of the complaint.

Complaints regarding noncompliance with other nutrition program requirements are addressed locally as described below.

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses in relation to any child nutrition program specified in Education Code 49550-49564.5 shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardian duly authorized representative by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. 1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. 2. The facts on which the statement is based
3. 3. The name of the district or the school against which the allegations are made
4. 4. The complainant's contact information
5. 5. The name of the student if alleging violations regarding a specific student

CSBA NOTE: Pursuant to 5 CCR 15583, as added by Register 2020, No. 21, districts are required to investigate and issue a written report within the 60-day timeline provided within 5 CCR 4631, and the complainant may appeal the district's report to CDE within the 30-day timeframe provided within 5 CCR 4632.

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

CSBA NOTE: Option 1 below is for districts that do not allow complainants to appeal the compliance coordinator's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and requires the coordinator's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

CSBA NOTE: The following paragraph is for use by all districts.

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

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Policy Reference Disclaimer:

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State	Description
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination Prohibition of discrimination
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English

Ed. Code 49060-49079

Ed. Code 49490-49590

Pen. Code 422.6

Federal

20 USC 1400-1482

20 USC 1681-1688

28 CFR 35.101-35.190

28 CFR 36.303

29 USC 794

34 CFR 100.1-100.13

34 CFR 104.1-104.39

34 CFR 106.1-106.61

34 CFR 106.9

42 USC 12101-12213

42 USC 2000d-2000d-7

42 USC 2000e-2000e-17

7 CFR 210.19

7 CFR 210.23

7 CFR 215.14

7 CFR 215.7

7 CFR 220.13

7 CFR 220.7

7 CFR 225.11

7 CFR 225.3

7 CFR 225.7

7 CFR 226.6

7 CFR 250.15

Management Resources

Student records

Child nutrition programs

Crimes; harassment

Description

Individuals with Disabilities Education Act

Title IX of the Education Amendments of 1972; discrimination based on sex

Americans with Disabilities Act

Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services

Rehabilitation Act of 1973; Section 504

Nondiscrimination in federal programs; effectuating Title VI

Section 504 of the Rehabilitation Act of 1973

Discrimination on the basis of sex; effectuating Title IX

Severability

Americans with Disabilities Act

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended

National School Lunch Program; additional responsibilities

National School Lunch Program; district responsibilities

Special Milk Program; nondiscrimination

Special Milk Program; requirements for participation

School Breakfast Program; special responsibilities of state agencies

School Breakfast Program; requirements for participation

Summer Food Service Program; corrective action procedures

Summer Food Service Program; administration

Summer Food Service Program; program monitoring

Child and Adult Care Food Program; state agency administrative responsibilities

Out-of-condition donated foods, food recalls, and complaints

Description

California Department of Education Publication	Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, June 2018
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	Application of Bostock v. Clayton County to Program Discrimination Complaint Processing – Policy Update, CRD 01-2022, May 2022
U. S. Department of Agriculture Publication	USDA Nondiscrimination Statement, December 2022
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Office for Civil Rights
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	U. S. Department of Agriculture, And Justice for All Posters
Website	U.S. Department of Education, Office for Civil Rights California Department of Education, Nutrition Services Division
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
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
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4231	Staff Development
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5125	Student Records
5125	Student Records
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Exhibit 3555-E(1): Nutrition Program Compliance

Status: ADOPTED

Original Adopted Date: 07/01/2020 | Last Reviewed Date: 07/03/01/2020 2023

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

CSBA NOTE: As part of its instructions to all recipients of federal funds for child nutrition programs, the U.S. Department of Agriculture (USDA) requires that all forms of communication available to the public regarding program availability also contain information about that recipient's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the recipient. The following exhibit presents specific language provided by USDA for the notification, which must not be modified in any way.

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, ~~the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are~~ this institution is prohibited from discriminating based on the basis of race, color, national origin, sex; (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity ~~in any program or activity conducted or funded by USDA.~~ .

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication ~~for~~ to obtain program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (~~State~~ responsible state or local) ~~where they applied for benefits.~~ Individuals who are deaf, hard of hearing, agency that administers the program or have speech disabilities may USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complaint, a Complainant should complete ~~the~~ a Form AD-3027, USDA Program Discrimination Complaint Form, (~~AD-3027~~) ~~found~~ which can be obtained online at: <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>, and ~~at~~ sites/default/files/documents/ad-3027.pdf, ~~from~~ any USDA office, by calling (866) 632-9992, or ~~write~~ by writing a letter addressed to the USDA and ~~provide in the~~ . The letter ~~all~~ must contain the complainant's name, address, telephone number, and a written description of the ~~information requested in~~ alleged discriminatory action in sufficient detail to inform the form. To request a copy of Assistant Secretary for Civil Rights (ASCR) about the complaint form, call (866) 632-9992. Submit your nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; [or](mailto:program.intake@usda.gov)
- (2) fax: [\(833\) 256-1665](tel:8332561665) [or](tel:2026907442) (202) 690-7442; or
- (3) email: ~~program.intake~~Program.Intake@usda.gov

This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

"This institution is an equal opportunity provider."

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 15580-15584	Child nutrition programs complaint procedures
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Crimes; harassment
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act

28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs, effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex, effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.19	National School Lunch Program; additional responsibilities
7 CFR 210.23	National School Lunch Program; district responsibilities
7 CFR 215.14	Special Milk Program; nondiscrimination
7 CFR 215.7	Special Milk Program; requirements for participation
7 CFR 220.13	School Breakfast Program; special responsibilities of state agencies
7 CFR 220.7	School Breakfast Program; requirements for participation
7 CFR 225.11	Summer Food Service Program; corrective action procedures
7 CFR 225.3	Summer Food Service Program; administration
7 CFR 225.7	Summer Food Service Program; program monitoring
7 CFR 226.6	Child and Adult Care Food Program; state agency administrative responsibilities
7 CFR 250.15	Out-of-condition donated foods, food recalls, and complaints
Management Resources	Description
California Department of Education Publication	Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, June 2018
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
<u>U.S. Department of Agriculture, Food and Nutrition Service</u>	<u>USDA Nondiscrimination Statement, December 2022</u>
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Office for Civil Rights
Website	U.S. Department of Agriculture, Food and Nutrition Service

Website California Department of Education, Nutrition Services Division

Website U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
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
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4231	Staff Development
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5125	Student Records
5125	Student Records
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications

5145.6-E(1)	Parent/Guardian Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 05/01/2016 | Last Revised Date: ~~09~~03/01/2022~~2023~~ | Last Reviewed Date: ~~09~~03/01/2022~~2023~~

CSBA NOTE: The following Board policy and accompanying administrative regulation are **mandated** pursuant to ~~Government Code 11138~~ and 2 CCR 11023. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits districts and district employees from harassing or discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, reproductive health decisionmaking, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression. Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serve in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.

~~The same or similar~~Additionally, protections are available to employees and job applicants under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: Government Code 12940, as amended by SB 523 (Ch. 630, Statutes of 2022), includes reproductive health decisionmaking as a characteristic for which employment discrimination is prohibited. Pursuant to Government Code 12926(y) "reproductive health decisionmaking" includes a person's decision to use or access a particular drug, device, product, or medical service for reproductive health.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decisionmaking, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

CSBA NOTE: 2 CCR 11028 prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that it is required to do so in order to comply with federal immigration law. Districts should consult ~~CSBA~~CSBA's District and County Office of Education Legal Services or ~~the district's~~district legal counsel as necessary.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

CSBA NOTE: The following items illustrate unlawful discriminatory practices as specified in Government Code 12940. Labor Code 1197.5 prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. The Court held that since the prayer occurred during a break, a period when employees would ordinarily be free to engage in personal activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to offer a private, personal prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult ~~CSBA~~CSBA's District and County Office of Education Legal Services or ~~the district's~~district legal counsel, accordingly.

2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

CSBA NOTE: Item #4 below lists some, but not all, specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth,

breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that ~~CSBA~~CSBA's District and County Office of Education Legal Services or ~~the district's~~district legal counsel be consulted when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
 - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 - c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

CSBA NOTE: Government 12940, as amended by SB 523, makes it unlawful for an employer to require disclosure of information relating to an applicant's or employee's reproductive health decisionmaking.

- e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decisionmaking

CSBA NOTE: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation for a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, as provided below.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12964.5, the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

Pursuant to Government Code 12964.5, as amended by SB 331 (Ch. 638, Statutes of 2021), the above prohibition applies not only to claims or complaints of sexual harassment or sexual assault,

but to those involving harassment or discrimination based on any protected characteristic and to other unlawful employment practices under FEHA.

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

CSBA NOTE: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 provides that a district may be responsible for harassment of employees by nonemployees when the district knows or should have known of the conduct and failed to take immediate and corrective action, taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees. Also see [See also](#) BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

CSBA NOTE: Government Code 12940 and 2 CCR 11023 require districts to take all reasonable steps to prevent prohibited discrimination and harassment, including, but not limited to, dissemination of the district's policy on the prevention of harassment, discrimination, and retaliation. In addition, Government Code 12950 [requires](#) and [2 CCR 11049 require](#) districts to post, in prominent and accessible locations on district premises, posters developed by the California [Civil Rights Department \(CRD\)](#), formerly the Department of Fair Employment and Housing (DFEH), which are available on [DFEH's CRD's](#) web site. In addition, [Executive Order 11246 requires contractors and subcontractors who hold a single federal contract or subcontract in excess of \\$10,000 or who hold contracts or subcontracts with the federal government in any 12-month period that have a total value of more than \\$10,000 to display the U.S. Equal Employment Opportunity Commission "Know Your Rights: Workplace Discrimination is Illegal" poster in conspicuous places available to employees and applicants for employment and representatives of each labor union with which the covered contractor or subcontractor has a collective bargaining agreement.](#) For further information on prevention strategies, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The

Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

CSBA NOTE: Government Code 12946, as amended by SB 807 (Ch. 278, Statutes of 2021), makes it an unlawful employment practice for a district to fail to maintain certain records and files for employees, applicants, and terminated employees, as provided in the following paragraph.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California [Civil Rights Department of Fair Employment and Housing](#), records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

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Policy Reference Disclaimer:

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State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 11138	Rules and regulations
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints

Pen. Code 422.56	Definitions; hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI ; Compliance information
34 CFR 104.7	Section 504 ; Designation of responsible employee for Section 504 and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.8	Designation of responsible employee coordinator ; dissemination of policy , and adoption of grievance procedures
34 CFR 106.9	Severability
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	"Know Your Rights: Workplace Discrimination is Illegal" poster
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses
Management Resources	Description
CA Dept of Fair Employment and Housing Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Dept of Fair Employment and Housing Civil Rights Department Publication	The Rights of Employees Who Are Transgender Rights in the Workplace or Gender Nonconforming
CA Dept of Fair Employment and Housing Civil Rights Department Publication	Workplace Harassment Prevention Guide for California Employers
CA Dept of Fair Employment and Housing Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee

CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837
Court Decision	Thomson v. North American Stainless LP, (2011) 131 62 U.S.Ct. 863 170
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, October 2022
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.22	Dress And Grooming

4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4212.6	Personnel Files
4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease
4231	Staff Development

4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.4	Health Examinations
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4312.6	Personnel Files
4312.8	Employment Of Relatives
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.5	Military Leave

4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 | Last Revised Date: ~~09/03/01/2022~~2023 | Last Reviewed Date: ~~09/03/01/2022~~2023

CSBA NOTE: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail.

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA's District and County Office of Education Legal Services or the district's legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also see the accompanying administrative regulation.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

CSBA NOTE: The following section should be revised to reflect district practice.

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all serious disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

CSBA NOTE: Subject to the exception described below, Education Code 45113, as amended by AB 2413 (Ch. 913, Statutes of 2022), prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing pending discipline, unless excepted by law. To the extent Education Code 45113, as amended by AB 2413, conflicts with any collective bargaining agreement the district entered into before January 1, 2023, the new requirements described above would not apply until the expiration or renewal of the agreement. See the section "Employment Status Pending a Disciplinary Hearing" in the accompanying administrative regulation.

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

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
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause
Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses
Management Resources	Description
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services

Cross References

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1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
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3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
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3515.3	District Police/Security Department
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4000	Concepts And Roles
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4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
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4112.42	Drug And Alcohol Testing For School Bus Drivers

4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel

4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
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4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
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4219.22	Dress And Grooming
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9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 06/01/1994 | Last Revised Date: ~~09~~03/01/2022~~2023~~ | Last Reviewed Date: ~~09~~03/01/2022~~2023~~

Causes for Disciplinary Action

CSBA NOTE: The following section should be revised to reflect district practice. Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed.

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

CSBA NOTE: Pursuant to Education Code 45122.1, 45123, and 45124, districts must not continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination

11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

CSBA NOTE: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

CSBA NOTE: Pursuant to *Skelly v. State Personnel Board*, permanent public employees are entitled to due process before any punitive disciplinary action, such as termination, suspension, or demotion, may be taken against such employees. These procedural rights include provision of notice of the materials upon which the proposed action is based and the right to respond, either orally or in writing, to a district official ("Skelly officer") who is designated to decide whether the recommended discipline should be imposed.

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from

the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

CSBA NOTE: Education Code 45113 mandates districts to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

CSBA NOTE: As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In *California School Employees Association v. Livingston Union School District*, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins. For further information on the evidentiary hearing conducted by the Board or a hearing officer, see the accompanying Board policy.

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A Disciplinary Hearing

CSBA NOTE: Education Code 45113, as amended by AB 2413 (Ch. 913, Statutes of 2022), prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any who timely requests a hearing on the charges pending discipline, unless excepted by law as reflected below. To the extent Education Code 45113, as amended by AB 2413, conflicts with any collective bargaining agreement the Superintendent or designee determines that district entered into before January 1, 2023, the employee's continuance in active duty new requirements described above would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order not apply until the employee immediately suspended from duty without pay and shall state expiration or renewal of the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. agreement.

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

CSBA NOTE: State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence following conviction for certain offenses when the district has been informed that charges have been filed on a mandatory leave of absence offense specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. Although existing state Existing law does not explicitly provide for application to classified employees in nonmerit system districts, such districts have authority pursuant to Education Code 45113 to establish causes for suspension or dismissal.

The following section may be revised to reflect district practice: [regarding compulsory leave of absence.](#)

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Policy Reference UPDATE Service

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Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause

Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal

42 USC 12101-12213

U.S. Constitution

Description

Americans with Disabilities Act

Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources

Court Decision

Description

Kennedy v. Bremerton (2022) 142 S.Ct. 2407

Court Decision

California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391

Court Decision

CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150

Court Decision

Skelly v. California Personnel Board (1975) 15 Cal.3d 194

Website

Office of the Attorney General

Website

Office of Administrative Hearings

Website

Department of General Services, About Teacher Dismissal Case Type

Website

CSBA District and County Office of Education Legal Services

Cross References

Code

1114

Description

District-Sponsored Social Media

1114

District-Sponsored Social Media

1312.1

Complaints Concerning District Employees

1312.1

Complaints Concerning District Employees

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3-E(1)

Uniform Complaint Procedures

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3230	Federal Grant Funds
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3515.3	District Police/Security Department
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4000	Concepts And Roles
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4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards

4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status

4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely

4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
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(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition

6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 03/01/2022~~2023~~ | Last Reviewed Date: 12~~03~~03/01/2018~~2023~~

Excused Absences

CSBA NOTE: Items #1-~~15~~16 below reflect absences that are authorized by law to be considered as excused absences for purposes of enforcing the compulsory state attendance laws. Pursuant to Education Code 48205, absences specified in ~~items~~Items #1-11~~12~~, although excused for purposes of enforcing compulsory state attendance laws, are considered absences in computing average daily attendance and do not generate state apportionment payments.

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 14 (Ch. 672, Statutes of 2021), an absence due to a student's illness includes an absence for the benefit of the student's mental or behavioral health.

1. 1. Personal illness, including absence for the benefit of the student's mental or behavioral health. (Education Code 48205)
2. 2. Quarantine under the direction of a county or city health officer. (Education Code 48205)
3. 3. Medical, dental, optometrical, or chiropractic service or appointment. (Education Code 48205)
4. 4. Attendance at funeral services for a member of the student's immediate family. (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. 5. Jury duty in the manner provided for by law. (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, absence due to the illness or medical appointment of a student's child is counted as an excused absence, and the district is prohibited from requiring a physician's note for such absences. See the section "Method of Verification" below.

- 6. 6. Illness or medical appointment of a child to whom the student is the custodial parent. (Education Code 48205)
- 7. 7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. a. Appearance in court
 - b. b. Attendance at a funeral service
 - c. c. Observance of a religious holiday or ceremony
 - d. d. Attendance at religious retreats for no more than four hours per semester
 - e. e. Attendance at an employment conference
 - f. f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
- 8. 8. Service as a member of a precinct board for an election pursuant to Elections Code 12302. (Education Code 48205)
- 9. 9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment. (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

- 10. Attendance at the student's naturalization ceremony to become a United States citizen. (Education Code 48205)

CSBA NOTE: Education Code 48205, as amended by AB 516 (Ch. 281, Statutes of 2021), includes an absence for the purpose of participating in a cultural ceremony or event as an excused absence.

- 10. 11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 955 (Ch. 921, Statutes of 2022), districts are required to allow an excused absence for middle and high school students one school day per school year for the purpose of engaging in a civic or political event, provided that the student notifies the school in advance. At the discretion of the Superintendent or designee, additional such absences may be permitted.

12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)

CSBA NOTE: Item #12 below should be included only if Pursuant to Education Code 46014, with the written consent of the student's parent/guardian, districts may excuse a student from school in order to participate in religious exercises or instruction.

In order for the district to receive average daily attendance funding for such absences, the Governing Board has adopted must first adopt a resolution permitting absences for religious instruction or exercises. See the accompanying Board policy. If these absences are allowed, Education Code 46014 mandates that the Board adopt an excused absence for this purpose and regulations governing students' attendance at religious exercises or instruction and the reporting of such absences.

The student must also attend school for at least the minimum school day and not be absent for this purpose on more than four days per school month. Pursuant to Education Code 46112, 46113, 46117, and 46141, unless otherwise provided by law, the minimum school day is generally 180 minutes for kindergarten, 230 minutes for grades 1-3, and 240 minutes for grades 4-12. For further information, see AR 6112 - School Day. These regulations should include all of Item #1213 below and may be expanded to reflect district practice.

11. 13. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination. (Education Code 46014)

CSBA NOTE: Education Code 46014 provides that absence for participation in religious instruction or exercises will not be considered an absence for state apportionment purposes if the student attends school for at least the minimum school day and is not absent for this purpose on more than four days per school month. Pursuant to Education Code 46112, 46113, 46117, and 46141, unless otherwise provided by law, the minimum school day is generally 180 minutes for kindergarten, 230 minutes for grades 1-3, and 240 minutes for grades 4-12. For further information, see AR 6112 - School Day.

12. Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

13. ~~14.~~ 14. Work in the entertainment or allied industry. (Education Code 48225.5)

Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. (Education Code 48225.5)

14. ~~15.~~ 15. Participation with a nonprofit performing arts organization in a performance for a public school audience. (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

15. ~~16.~~ 16. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

CSBA NOTE: Education Code 48205 prohibits the district from requiring a physician's note for absences due to the illness or medical appointment of the student's child. However, the district is authorized to require verification of other absences. The following section should be revised to reflect district-adopted methods of verification and to specify employee(s) assigned to verify absences.

5 CCR 420-421 provide guidelines for verifying absences due to illness; quarantine; medical, dental, or eye appointments; or attendance at a funeral service of a member of a student's immediate family. 5 CCR 421 authorizes a student's absence to be verified by a school or public health nurse, attendance supervisor, physician, principal, teacher, or any other qualified district employee assigned to make such verification. Pursuant to Education Code 48205, as amended by SB 14, state regulations related to illness verification will be updated as necessary to account for a student's absence for the benefit of the student's mental or behavioral health.

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. 1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. 2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. a. Name of student
 - b. b. Name of parent/guardian or parent representative
 - c. c. Name of verifying employee
 - d. d. Date(s) of absence
 - e. e. Reason for absence
3. 3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in Item #2 above.
4. 4. Physician's verification.

CSBA NOTE: The following optional paragraph provides a means of verifying an excuse for confidential medical services without inquiring into the nature of the medical services.

- a. a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

CSBA NOTE: The following optional paragraph provides that, after absences for illness on multiple occasions, the student may be required to bring a note from a physician to verify the illness. If a student does not have access to medical services in order to obtain such verification, the district may assist the student in obtaining the medical consultation if it is required.

- b. b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

CSBA NOTE: The requirement in Item #1 below is for use by districts whose board has adopted a resolution permitting an excused absence for religious instruction or exercises. See the accompanying Board policy and Item #~~12~~13 in the section "Excused Absences" above.

- ~~1.~~ 1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination. (Education Code 46014, 48980)

CSBA NOTE: The requirement in Item #2 applies to all districts. Districts that maintain only elementary grades should delete the reference to students in grades 7-12.

- ~~2.~~ 2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)
- ~~3.~~ 3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance (county superintendent)
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance

Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	Records (attendance) Attendance records
Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 (i compulsory full-time attendance)
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930	Consent by minor for medical treatment
W&I Code 11253.5	Compulsory school attendance
W&I Code 601-601.5	Habitually truant minors
Management Resources	Description
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.33	Head Lice

5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Regulation 5131.41: Use Of Seclusion And Restraint

Status: ADOPTED

Original Adopted Date: 12/01/2018 | Last Reviewed Date: 12/03/01/2018 **2023 Last Revised**
Date: 03/01/2023

CSBA NOTE: Pursuant to Education Code 49005-49006.4, as added by AB 2657 (Ch. 998, Statutes of 2018), seclusion and behavioral restraint, as defined below, are prohibited as a means of student discipline. Seclusion and restraint must be avoided whenever possible and may be used only to control behavior that poses a clear and present danger of serious physical harm to a student or others and that cannot be immediately prevented by a less restrictive response.

Pursuant to Education Code 49005.1 and 49006.4, these requirements apply to all students in grades preK-12 and students with disabilities. For additional procedures applicable to students with disabilities, see AR 6159.4 - Behavioral Interventions for Special Education Students.

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except to the limited extent authorized by law. **as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus, and that cannot be immediately prevented by a less restrictive response.**

Definitions

Behavioral restraint includes physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's **student's** hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Prohibitions

Behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a ~~student's~~student's medical or psychiatric condition in order to control the ~~student's~~student's behavior or restrict the ~~student's~~student's freedom of movement
2. Use a physical restraint technique that obstructs a student's~~student's~~ respiratory airway or impairs a student's~~student's~~ breathing or respiratory capacity, including a technique ~~in~~ which a staff member places pressure on the student's~~student's~~ back or places his/~~her~~the staff member's body weight against the student's~~student's~~ ~~torso or back~~torso or back
3. Use a behavioral restraint technique that ~~restricts breathing, including, but not limited to~~ restricts breathing, including, but not limited to the use of a pillow, blanket, carpet, mat, or ~~other item to cover~~ other item to cover a student's~~student's~~ face
4. Place a student in a facedown position with the student's~~student's~~ hands held or restrained behind the student's~~student's~~ back
5. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Restraint

Staff shall avoid the use of behavioral restraint of students whenever possible. Behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be immediately prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any

signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

CSBA NOTE: In a December 2022 resolution agreement between Davis Joint Unified School District and the U.S. Department of Education, Office for Civil Rights (OCR) following an investigation into the use of seclusion and restraint, OCR found that use of such measures on students with disabilities must comply with section 504 of the Rehabilitation Act of 1974 and the implementing regulations. See AR 6159.4 for additional information regarding behavioral interventions and the use of seclusion or restraint for students with disabilities.

Restraint may only be applied to a student with disabilities in accordance with rules specified in AR 6159.4 Behavioral Interventions For Special Education Students. Staff may not apply restraint to students with disabilities based on assumptions or stereotypes about disabilities or students with disabilities or for behavior that would not result in restraint for students without disabilities.

CSBA NOTE: The following paragraph is consistent with OCR's recommendation in its resolution agreement with Davis Joint Unified School district and a good practice to follow with respect to use of seclusion or restraint of all students.

The superintendent or designee shall provide training to staff in the safe and effective use of restraint as appropriate.

Documentation of Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

1. The name and age of the 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
5. A statement of whether the student is currently engaged in a systematic behavior intervention plan
6. Details of any injuries sustained by the student or others, including staff, as a result of the incident

Reports

CSBA NOTE: Pursuant to Education Code 49006, as added by AB 2657, districts are required to collect data and report to the California Department of Education (CDE) annually in regard to the use of seclusion and behavioral restraints for district students, as specified below. CDE is required to post the data from the report on its web site within three months after the report is due to CDE.

The Superintendent or designee shall annually collect data on the number of times that physical restraint was used on students and the number of students

subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

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Policy Reference Disclaimer:

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State	Description
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56521.1	Emergency interventions when behavior poses threat to student or others
Ed. Code 56521.2	Prohibited interventions
Gov. Code 7920.000 - 7930.170 210 <u>215</u>	California Public Records Act
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
Management Resources	Description
U.S. Department of Education Publication	Restraint and Seclusion: Resource Document, May 2012
<u>U.S. Department of Education, Office of Civil Rights</u>	<u>Davis Joint Unified School District Resolution Agreement, OCR No. 09-19-5001, December 7, 2022</u>
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct

5131.4	Student Disturbances
5131.4	Student Disturbances
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5144	Discipline
5144	Discipline

Regulation 5144: Discipline

Status: ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** ~~1203/01/2018~~2023 | **Last Reviewed Date:** ~~1203/01/2018~~2023

Disciplinary Rules

Periodically, the discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

Disciplinary rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the disciplinary rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

CSBA NOTE: Education Code 48900.5 lists means of correction of student behavior that a district may use as an alternative to suspension. The district should select those strategies that are appropriate for its student population. The following strategies may be modified or expanded to reflect district practice.

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the ~~student and~~ student's parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians
4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or Section 504 plan
5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice practices
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

CSBA NOTE: The Public Counsel's Fix School Discipline Project recognizes that exposure to chronic violence and other family or community traumas, such as serious accidents and life-

threatening illnesses involving loved ones, and to conditions such as homelessness, may affect students' ability to learn and function well in school, and urges schools to adopt policies that recognize those factors and provide appropriate support to students.

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups
11. Recess restriction as provided in the section below entitled "Recess Restriction"
12. Detention after school hours as provided in the section below entitled "Detention After School"
13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities
15. Reassignment to an alternative educational environment
16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

CSBA NOTE: Pursuant to Education Code 48900.5, when a student's misbehavior may result in a referral for suspension or expulsion after other means of correction have failed, the district may document and place in the student's record any other means of correction used to address the behavior. The following optional paragraph may be revised to reflect district practice.

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

CSBA NOTE: On July 19, 2022, The United States Department of Education's Office for Civil Rights and Office of Special Education and Rehabilitative Services issued new guidance, "Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973," to help schools support students with disabilities and avoid discriminatory discipline practices.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Recess Restriction

CSBA NOTE: The following optional section should be revised to reflect district practice. Although Education Code 44807.5 authorizes the district to adopt reasonable regulations allowing a teacher to restrict recess time for disciplinary purposes, it is recommended that districts discourage its use since it could limit students' opportunity to engage in physical activity which is inconsistent with district goals for student wellness. Studies have shown that, apart from its multiple health benefits, physical activity can help students improve their academic performance, attention, and behavior.

In addition, Education Code 44807.5 may conflict with 5 CCR 352, which states "A pupil shall not be required to remain in school during the intermission at noon, or during any recess." Districts that plan to restrict recess are encouraged to consult with CSBA's District and County Office Legal Services or district legal counsel.

Teacher or administrators may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. The student's teacher shall inform the principal of any recess restrictions imposed.

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

CSBA NOTE: The following paragraph should be modified to reflect district practice.

The student shall not be detained unless the principal or designee notifies the parent/guardian. The school should make a reasonable effort to notify the parents of the reason for detention.

Students shall remain under the supervision of a certificated employee during the period of detention.

CSBA NOTE: The following optional paragraph is offered for districts that use Saturday classes for purposes of detention. Education Code 37223 authorizes the use of Saturday classes; however, except in the case of truants, attendance at such classes must be at the election of the student, or parent/guardian when the student is a minor.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's

designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

CSBA NOTE: Education Code 48900.6 provides that the community service option is not available for those students who have been suspended, pending expulsion, for acts qualifying for either "mandatory recommendation for expulsion" or "mandatory expulsion" pursuant to Education Code 48915. See BP 5144.1 - Suspension and Expulsion/Due Process.

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

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 307	Participation in school activities until departure of bus
5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
Ed. Code 44807.5	Restriction from recess

Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49330-49335	Injurious objects
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program
Management Resources	Description
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
<u>U.S. Department of Education Office for Civil Rights</u>	<u>Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973</u>
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
CSBA Publication	Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009
CSBA Publication	Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	Public Counsel
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
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
1313	Civility
3512	Equipment
3512-E(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3543	Transportation Safety And Emergencies
4131	Staff Development
4158	Employee Security

4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco

5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5131.9	Academic Honesty
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs

5148.2	Before/After School Programs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
6162.54	Test Integrity/Test Preparation
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 12/01/2014 | Last Revised Date: 03/01/2020~~2023~~ | Last Reviewed Date: 10~~03~~/01/2018~~2023~~

CSBA NOTE: CSBA recommends that this administrative regulation be approved by the Governing Board, regardless of regular district practice regarding the approval of administrative regulations.

Education Code 35291 requires the Board to adopt rules and regulations, which are not inconsistent with law or rules adopted by the State Board of Education, for the government and discipline of the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 mandate that districts adopt rules concerning the due process rights of students in expulsion situations, and Education Code 48916 mandates procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, *suspension* does not mean any of the following: (Education Code 48925)

1. 1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. 2. Referral to a certificated employee designated by the principal to advise students
3. 3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

CSBA NOTE: The acts for which students may be suspended or expelled are specified in law, the following section, and the sections below titled "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12." The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

1. 1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

CSBA NOTE: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in ~~item~~Item #12 below. See BP 5131.7 - Weapons and Dangerous Instruments.

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. 2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. 3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-~~11058~~11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. 4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-~~11058~~11059, alcoholic beverage, or intoxicant of any kind, and either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as ~~such a~~ controlled substance, alcoholic

beverage, or intoxicant (Education Code 48900(d))

5. 5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. 6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. 7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. 8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))
9. 9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
- ~~10.~~ 10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
- ~~11.~~ 11. Knowingly received stolen school property or private property (Education Code 48900(l))
- ~~12.~~ 12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
- ~~13.~~ 13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or ~~289~~, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. 14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

~~15.~~ **15.** ___ Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

~~16.~~ **16.** ___ Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

~~17.~~ **17.** ___ Engaged in an act of bullying (Education Code 48900(r))

CSBA NOTE: Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act," which is directed toward a student and which would have serious detrimental consequences upon a reasonable student. Pursuant to Education Code 48900, a student may be disciplined for bullying by means of an electronic act even when the act originated off campus. See also [BPAR 5131.2 - Bullying](#).

~~18.~~ *Bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

CSBA NOTE: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation committed by a student at any grade level, as set forth in Education Code 48900.2, 48900.3, or 48900.4, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may be disciplined for the "bullying" but not for the underlying act of sexual harassment, hate violence, or harassment, threat, or intimidation as specified below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12."

~~19.~~ *Bullying* includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a

depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. a. A message, text, sound, video, or image
- b. b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

CSBA NOTE: Education Code 48900(t) allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. The term "aiding or abetting," is a complex legal term and requires that, at the time the crime was committed, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as appropriate.

Pursuant to Education Code 48900(t), any student who aids or abets a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury is subject to suspension or expulsion as provided in ~~item~~Item #1 above.

20. ~~18.~~ _____ Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

21. ~~19.~~ _____ Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out: the crime. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

CSBA NOTE: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

As discussed in ~~item~~Item #17 of "Grounds for Suspension and Expulsion: Grades K-12" above, although Education Code 48900(r) defines bullying to include acts involving ~~items~~Items #1-3 below, Education Code 48900.2-48900.4 provide that only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment. ~~The~~Because the interplay between "bullying" and ~~items~~Items #1-3 can raise complex legal issues. ~~Districts, districts~~ should consult CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate.

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. 1. _____ Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. 2. _____ Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. 3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

Additional Grounds for Suspension and Expulsion: Grades 9-12

CSBA NOTE: Pursuant to Education Code 48900(k), as amended by SB 419 (Ch. 279, Statutes of 2019), students in grades K-8 must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades 9-12 based on these grounds, the following section is for use only by districts that selected Option 1 in the section "Appropriate Use of Suspension Authority" in the accompanying Board policy. Districts that selected Option 2 in the accompanying Board policy, thereby prohibiting the use of these reasons for suspending students at any grade level, should delete the following section.

None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910. See the section "Suspension from Class by a Teacher" below.

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

Suspension from Class by a Teacher

CSBA NOTE: The following section is optional and may be revised to reflect district practice. While Education Code 48900(k) prohibits a district from suspending students in grades K-8 for disruption or willful defiance, it still allows for a teacher to suspend a K-8 student on these grounds.

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as ~~items~~ Items #1-1819 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. ([Education Code 48910](#))

[A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school.](#) (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity [away from school](#) to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

CSBA NOTE: Education Code 48900.5 limits situations warranting suspension for a first offense to when the violation involves Education Code 48900(a)-(e) or the student's presence causes a danger to persons.

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of ~~items~~[items](#) #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

CSBA NOTE: Pursuant to Education Code 48900 and 48915, except for certain egregious acts or offenses for which suspension is permissible or mandatory, as specified above pursuant to Education Code 48915(a) or (c), the Superintendent or principal is authorized to provide an alternative, age-appropriate disciplinary measure that is tailored to correct a student's specific misbehavior. In addition, the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, [\(which has been under review by DOJ and OCR since July 30, 2021\)](#), recommend that effective alternatives to suspension and expulsion be implemented for correcting student misbehavior. For a list of appropriate alternatives, see AR 5144 - Discipline.

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education

Code 48900.5)

When other means of correction are implemented prior to imposing suspension ~~or upon a student,~~ including supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

CSBA NOTE: District disciplinary procedures are generally subject to basic constitutional due process requirements, such as the provision of notice and/or hearing, especially with respect to suspension, involuntary transfer, expulsion, or other serious disciplinary actions. However, when dealing with certain categories of students, additional procedures apply. For example, when considering suspension of a student who is a foster youth or Indian child, as defined in Welfare and Institutions Code 224.1, Education Code 48853.5, 48911, 48911.1, and 48915.5, as amended by AB 740 (Ch. 400, Statutes of 2022), require that the foster youth's educational rights holder, attorney, and county social worker receive specified notifications in relation to the suspension, and for an Indian child, the child's tribal social worker, and if applicable, county social worker. See Items #1, 3, 5, and 6 below.

Suspensions shall be imposed in accordance with the following procedures:

1. 1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence: in the student's defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference,

both the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and student county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference ~~and the~~. The conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school: for the conference. (Education Code 48911)

CSBA NOTE: Item #2 below should be revised to reflect the district's processing and reporting procedures.

2. 2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. 3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone ~~or in person.~~ Whenever a student is suspended, the parent/guardian, or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker, shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

4. 4. In addition, the notice may state the date and time when the student may return to school.
5. 5. Parent/Guardian Conference: Whenever a student is suspended, school officials may ~~request~~conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

~~If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)~~
(Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker,

and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

6. 6. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
- a. a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

CSBA NOTE: When the student being considered for expulsion is a foster youth or Indian child, Education Code 48911 and 48918.1, as amended by AB 740, require the district to invite the student's foster youth's educational rights holder, attorney, and an appropriate county child welfare agency representative social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to the meeting specified above. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students." To ensure such invitation, the following paragraph provides that the district liaison for foster youth be notified. However, any district that has designated another position to carry out this responsibility may modify the paragraph to specify that position. For designation of the liaison for foster youth, see AR 6173.1 - Education for Foster Youth, Homeless Students, and Indian Children."

- e. c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the district district's educational liaison for foster youth of the need to invite the student's foster youth's educational rights holder, attorney and a representative of the appropriate county child welfare agency social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

CSBA NOTE: Pursuant to Education Code 48918.1, the district's liaison for homeless students must be notified when the student being considered for expulsion is a homeless student. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."

- d. d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Since Education Code 48900 and 48900.5 require a district, under certain circumstances, to use alternative disciplinary measures prior to imposing suspension, including supervised suspension, the district may, as necessary, provide services that would address the student's specific misbehavior along with the suspension program. For example, the district may require the student to enroll in a program that teaches prosocial behavior or anger management even while the student is suspended.

- e. e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

Suspension by the Board

CSBA NOTE: The following optional section reflects the Board's authority to suspend students from school pursuant to Education Code 48912. In practice, it is impractical for boards to directly exercise this authority since circumstances warranting suspension usually require quick and sometimes immediate action which may not be possible for a board due to legal requirements for taking board actions, such as having a meeting.

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

CSBA NOTE: The following optional section is for use by any district establishing an on-campus suspension program pursuant to Education Code 48911.1. However, pursuant to Education Code 48900.5, such a district is required to use other means of correcting a student's behavior before imposing a supervised suspension, unless such a supervised suspension is otherwise permitted by law for a student's first offense. Use of a supervised suspension classroom program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class in accordance with law.

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. 1. The on-campus suspension classroom shall be staffed in accordance with law.
2. 2. The student shall have access to appropriate counseling services.
3. 3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. 4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

CSBA NOTE: Education Code 48911.1, as amended by AB 740, requires notification to a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, of a student's assignment to an on-campus suspension classroom.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, in person, by email, or by telephone. When the assignment is for longer than one class period, this notification ~~may~~shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. 1. Causing serious physical injury to another person, except in self-defense

2. 2. Possession of any knife or other dangerous object of no reasonable use to the student

3. 3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058~~11059~~, except for ~~- a) the~~ The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis; or (b) the student's possession of over-the-counter medication or other medication prescribed by a physician
 - b. The student's possession of over-the-counter medication for use by the student for medical purposes
 - c. Medication prescribed for the student by a physician

4. 4. Robbery or extortion

5. 5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether ~~or not~~ to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

CSBA NOTE: Education Code 48918 mandates that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (*Garcia v. Los Angeles Board of Education*). In calculating timelines, the district should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

CSBA NOTE: The following section is optional and may be revised to reflect district practice. "Stipulated expulsion" is for districts that have adopted an expedited procedure which allows a student to waive the right to a pre-expulsion hearing in exchange for an agreement as to the terms of the expulsion. Such waivers are not specifically addressed in law and districts should ensure that the due process rights of students are included in the stipulated agreement and are clearly explained to them before the agreement is signed. Districts should consult [with CSBA's District and County Office of Education Legal Services or district](#) legal counsel as appropriate.

After a determination that a student has committed an ~~expellable~~ offense [for which the student may be expelled](#), the Superintendent, principal, or designee shall offer the student ~~and, the student's~~ [parent/guardian, or, when applicable, other person holding the right to make educational decisions for the student](#), the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after ~~the student or parent/guardian has been given~~ written notice of the expulsion hearing pursuant to Education Code 48918 [has been given](#).

The stipulation agreement shall be in writing and shall be signed by the student ~~and parent/guardian~~, [the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student](#). The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student ~~and parent/guardian~~, [the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student](#), shall be effective upon approval by the Board.

Rights of Complaining Witness

CSBA NOTE: Education Code 48918.5 mandates the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. 1. Receive five days' notice of the scheduled testimony at the hearing
2. 2. Have up to two adult support persons present at the hearing at the time the witness testifies
3. 3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

CSBA NOTE: Education Code 48918 mandates the Board to adopt procedures that include the following items.

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. 1. The date and place of the hearing
2. 2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. 3. A copy of district disciplinary rules which relate to the alleged violation
4. 4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. 5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. 6. The right to inspect and obtain copies of all documents to be used at the hearing
7. 7. The opportunity to confront and question all witnesses who testify at the hearing
8. 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and, Homeless Students, and Indian Children

CSBA NOTE: Prior to conducting an expulsion hearing to determine whether a foster youth or Indian child should be expelled, Education Code 48918.1, as amended by AB 740, requires the district to notify the student's foster youth's educational rights holder, attorney, and a representative of an appropriate county child welfare agency social worker, or an Indian child's tribal social worker and, if applicable, county social worker, provided that the violation does not require a mandatory recommendation for expulsion. Pursuant to Education Code 48918.1, such additional notice must be given to the district liaison for homeless students when the student involved is a homeless child or youth and the violation does not require a mandatory recommendation for expulsion. While such a notice is not required if the offense requires a mandatory recommendation for expulsion, it is nonetheless recommended and the following section reflects this recommendation.

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the student's foster youth's' educational rights holder, attorney, and a representative of an appropriate child welfare agency county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

CSBA NOTE: Education Code 48918 mandates that the Board adopt procedures that include the following items.

Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an

impartial administrative panel to conduct the hearing; see section "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel" below. Even if the district conducts all expulsion hearings in this manner, the requirements of Education Code 48918 pertaining to the conduct of the hearing must be met.

1. 1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

CSBA NOTE: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

2. 2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether ~~or not~~ the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

3. 3. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

CSBA NOTE: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In *Woodbury v. Dempsey*, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.

In accordance with Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

4. 4. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the

request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in ~~item #4~~Item #6 below. (Education Code 48918(i))

5. 5. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

CSBA NOTE: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel as appropriate.

6. 6. Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

CSBA NOTE: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

7. 7. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. a. Any complaining witness shall be given five days' notice before being called to testify.

- ⓑ. b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony.
- ⓒ. c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- ⓓ. d. The person presiding over the hearing may remove a support person who is disrupting the hearing.
- ⓔ. e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- ⓕ. f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- ⓖ. g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - ⓓ. i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - ⓔ. ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
 - ⓕ. iii. The person conducting the hearing may:
 - ⓐ. A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

B. B. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours

C. C. Permit one of the support persons to accompany the complaining witness to the witness stand

8. 8. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

CSBA NOTE: For districts that use a hearing officer or administrative panel, Education Code 48918 mandates that the Board adopt procedures that include the following section.

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

CSBA NOTE: Pursuant to Education Code 48918, if the hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made, unless the student's parent/guardian requests a different placement. Education Code 48918 also states that a student who is found to have committed any of the violations listed in "Authority to Expel" in the accompanying Board policy but for whom expulsion is not recommended may be referred to the student's prior school, or another district comprehensive or continuation school. However, the hearing officer or administrative panel, like the Board, must recommend expulsion or a suspended expulsion under Education Code 48915, if it finds that a student committed any such violation that mandates expulsion. District should consult CSBA's District and County Office of Education Legal Services or district legal counsel to resolve this apparent discrepancy.

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to

return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

CSBA NOTE: Education Code 48918 mandates that the Board adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

CSBA NOTE: 20 USC 7961 requires the district, in the consolidated application for federal funding, to provide an assurance that it will comply with the state requirement to expel, for a period not less than one year, any student who brings a firearm to school or possesses a firearm at school.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. 1. Periodic review, as well as assessment at the time of review, for readmission
2. 2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

CSBA NOTE: The following paragraph is optional. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. 1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8)
2. 2. The fact that a description of readmission procedures will be made available to the student and parent/guardian (Education Code 48916)
3. 3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. 4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. 5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

CSBA NOTE: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are optional and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. 1. The student's pattern of behavior

2. 2. The seriousness of the misconduct
3. 3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. 1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. 2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. 3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. 4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. 5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. 6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. 7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The if a student is expelled from school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

CSBA NOTE: Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. However, when the student involved in such a case is a student with a disability, Education Code 49076 requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

When submitting the consolidated application for federal funding, the district must provide assurance that it has adopted a policy requiring referral to the criminal justice system or juvenile delinquency system of any student who brings a firearm or weapon to a school. The following section fulfills this requirement.

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

CSBA NOTE: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (m) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County

Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. 1. Appropriately prepared to accommodate students who exhibit discipline problems
2. 2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. 3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in ~~items~~ Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and ~~items~~ Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

CSBA NOTE: Education Code 48916 mandates that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. The following section is consistent with the intent of AB 740 to afford protections specific to foster youth and Indian children. Items #1-2 below should be revised to reflect district practice.

Prior to the date set by the Board for the student's readmission:

1. 1. The Superintendent or designee shall hold a conference with the student's parent/guardian, or other person holding the right to make educational decisions for the student, and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the student's parent/guardian or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these

regulations.

2. 2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the student's parent/guardian or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. 3. If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission.
4. 4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. 5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. 6. The Board shall provide written notice to the expelled student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (~~Education Code 48916~~)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

CSBA NOTE: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the

enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

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
CCP. 1985-1997	Production of evidence; means of production
Civ. Code 47	Privileged communication
Civ. Code 48.8	Defamation liability
Ed. Code 17292.5	Program for expelled students; facilities
Ed. Code 1981-1981.5 1983	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules (for government and discipline of schools)
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853 -48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Ed. Code 64000-64001	Consolidated application
Ed. Code 8239 <u>8489-8489.1</u>	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Contempt <u>Informal hearing procedures</u>
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053- 11058 <u>11059</u>	Standards <u>Controlled substances; standards</u> and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
<u>Pen. Code 287</u>	<u>Oral Copulation</u>
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 288a	Oral copulation; defined
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime; defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 224.1	Indian child; definition
W&I Code 729.6	Counseling
Federal	Description
18 USC 921	Definitions; firearms and ammunition
20 USC 1415(K)	Placement Students with disabilities; placement in alternative educational setting
20 USC 7961	Gun-Free Schools Act
42 USC 11432 11431 -11435	Education of homeless children and youths
Management Resources	Description
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118 1182
Court Decision	Garcia v. Los Angeles Board of Education (1991 1981) 123 Cal. App. 3d 807
Court Decision	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Safe and Healthy Students
Website	California Attorney General's Office
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Notice

Unique Policy

Description

This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from :

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
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
1313	Civility
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security

4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco

5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6145	Extracurricular And Cocurricular Activities

6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6161.2	Damaged Or Lost Instructional Materials
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
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
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials

Regulation 5144.2: Suspension And Expulsion/Due Process (Students With Disabilities) Status: ADOPTED

Original Adopted Date: 11/01/2006 | Last Revised Date: 03/01/2012~~2023~~ | Last Reviewed Date: 03/01/2012~~2023~~

CSBA NOTE: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. While many of the required rules and regulations are in BP/AR 5144.1 - Suspension and Expulsion/Due Process, the following administrative regulation addresses special procedures required when disciplining students who have been identified for special education and related services. This administrative regulation reflects the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818), and conforming state legislation. Note that in cases where state law provides greater protections to students, state law supersedes federal law.

[The U.S. Department of Education's, Office of Special Education and Rehabilitative Services \(OSERS\), "Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders," recommends that districts identify ways to significantly reduce the use of exclusionary discipline, and its disproportionate effect on students with disabilities. See BP 6120 – Response to Instruction and Intervention and BP/AR 6164.5 – Student Success Teams.](#)

Neither state nor federal law requires that these procedures apply to students identified under Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794). However, in some instances, the district may find it appropriate to apply portions [U.S. Department of Education's, Office for Civil Rights, "Fact Sheet: Supporting Students with Disabilities and Avoiding the Limitation Discriminatory Use of Student Discipline Under Section 504 of the Rehabilitation Act of 1973," provides that, for a student with a disability may not be suspended for under Section 504, schools are required to conduct a manifestation determination before implementing a disciplinary removal that will significantly change the placement of the student due to discipline for \(1\) removal from class or school for more than 10 consecutive school days\) to Section 504 students with a 504 services plan., or \(2\) a series of removals from class or school that together total more than 10 school days in a school year and constitute a pattern of removal.](#) Districts that wish to apply [all](#) IDEA procedures to Section 504 students should modify the following regulation accordingly.

Due to the complexity of the issue, districts should proceed carefully when suspending or expelling ~~special education~~ students [with disabilities](#), and consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel as appropriate.

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension

[Suspension or expulsion of a student with disabilities shall be in accordance with Board Policy 5144.1 – Suspension and Expulsion/Due Process and this administrative regulation.](#)

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

Suspension

CSBA NOTE: Pursuant to 20 USC 1415(k)(1), 34 CFR 300.530, and a 1988 U.S. Supreme Court decision (Honig v. Doe), districts receiving funds under the IDEA may suspend a student with a disability for no more than 10 consecutive school days, as long as the removal does not constitute a change in placement pursuant to 34 CFR 300.536. Education Code 48903 specifies that a student may not be suspended for more than 20 cumulative school days in a school year.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46715, explains that whether a bus suspension or "in-school suspension" would count as a day of suspension affecting the cumulative total depends on the unique circumstances of each case, such as whether bus transportation is part of the student's individualized education program (IEP). An "in-school suspension" or "supervised suspension classroom" as authorized by Education Code 48911.1 would not count towards the ~~20~~-10 consecutive or 20 cumulative school day limit as long as the student is afforded the opportunity to continue to appropriately participate in the general curriculum, receive the services specified in ~~his/her~~the student's IEP, and participate with nondisabled students to the extent ~~he/she~~the student would have in the current placement. The district should be careful that such actions do not constitute a change of placement and ~~should~~ carefully monitor such suspensions.

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 cumulative school days in a school year, as long as the pattern of suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

CSBA NOTE: The following paragraph is optional:

~~The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.~~

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from ~~his/her~~the student's current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

- ~~1.~~ 1. The removal is for more than 10 consecutive school days.
- ~~2.~~ 2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - ~~a.~~ a. The series of removals total more than 10 school days in a school year.
 - ~~b.~~ b. The student's behavior is substantially similar to ~~his/her~~the student's behavior in previous incidents that resulted in the series of removals.

- € c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

CSBA NOTE: Pursuant to 20 USC 1412(a)(1)(A) and 34 CFR 300.530, a "free appropriate public education" (FAPE) must be available to all students, including any student with a disability who has been suspended for more than 10 school days in the same school year. The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46716, clarifies that the district is not required to provide a student who has been suspended for more than 10 school days in a school year for disciplinary reasons exactly the same services in exactly the same setting as the student was receiving prior to the imposition of discipline. However, the special education and related services the student does receive must enable him/her/the student to continue to participate in the general curriculum and to progress toward meeting the goals set out in his/her/the student's IEP. The Analysis of Comments, 71 Fed. Reg. 156, pg. 46717, clarifies that services need not be provided when a student is removed for 10 school days or less, as long as the district does not provide services to nondisabled students removed for the same amount of time.

If a student's removal is determined to be a change of placement as specified in ~~items~~Items #1-2 above, ~~or the student is suspended for more than 10 school days in the same school year,~~ the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her/the student's IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her/the student or to his/her/the student's parent/guardian when ~~he/she is to be,~~ as a result of a suspension, the student is excluded from school bus transportation. (Education Code 48915.5)

CSBA NOTE: The following paragraph is optional.

The principal or designee shall monitor the number of days, including portions of days, in which a student with an IEP has been suspended during the school year.

Interim Alternative Educational Placement Due to Dangerous Behavior

CSBA NOTE: 20 USC 1415(k) and 34 CFR 300.530 permit an interim alternative placement for 45 school days when a student with a disability, while on school grounds, while going to or coming from school, or at a school function, either (1) carries or possesses a weapon, (2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, or (3) inflicts serious bodily injury upon another person. "Serious bodily injury" is defined in 18 USC 1365 as bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty. This alternative placement decision may be made unilaterally by the district.

The term "weapon," as used below, refers to a "dangerous weapon" as defined in 18 USC 930 and includes any device which is capable of causing death or serious bodily injury. The term does not include a pocket knife with a blade of less than 2 1/2 inches in length.

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. 1. Carries or possesses a weapon, as defined in 18 USC 930
2. 2. Knowingly possesses or uses illegal drugs
3. 3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. 4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by ~~his/her~~ the student's IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

CSBA NOTE: For requirements of the procedural safeguards notice, see AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from ~~his/her~~ the student's current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow ~~him/her~~ the student to participate in the general education curriculum and to progress toward meeting the goals set out in ~~his/her~~ the IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

CSBA NOTE: A student with a disability who is also a foster youth or Indian child is afforded additional due process safeguards. Pursuant to Education Code 48853.5 and 48915.1, as amended by AB 740 (Ch. 400, Statutes of 2022), a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice and invitation to the manifestation determination meeting, involuntary transfer notice, and other documents and related information, as reflected in Items #1 and 2 below. See AR 5144.1 - Suspension and Expulsion/Due Process and BP/AR 6184 - Continuation Education.

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. **1. Notice:** On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

If the student is a foster youth, the notice shall be given to the student's educational rights holder, attorney, and county social worker, and, if the student is an Indian child, the student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5; 20 USC 1415(k)(1)(H); 34 CFR 300.530)

2. **2. Manifestation Determination Review:** Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

If the student is a foster youth or Indian child, the foster youth's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, shall be invited to participate in the manifestation determination review. (Education Code 48915.5)

2. **2.** At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

a. **a.** Caused by or had a direct and substantial relationship to the student's disability

b. **b.** A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of ~~his/her~~ the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. **3. Determination that Behavior is a Manifestation of the Student's Disability:** When the student's conduct has been determined to be a manifestation of ~~his/her~~ the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which ~~he/she~~ the student was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. **4. Determination that Behavior is Not a Manifestation of the Student's Disability:** When it has been determined that the student's conduct was not a manifestation of

his/her~~the~~ disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her~~the student~~ to participate in the general education curriculum in another setting and to allow him/her~~the student~~ to progress toward meeting the goals set out in his/her~~the~~ IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Due Process Appeals

CSBA NOTE: As specified below, 34 CFR 300.532 provides that either the district or the parent/guardian may appeal a placement decision by filing a due process complaint pursuant to 34 CFR 300.507 and 300.508. For details regarding the due process complaint, see BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education. In addition, the district may file a request that the hearing officer order a change of placement to an interim alternative setting for up to 45 days when the hearing officer determines that maintaining the current placement is substantially likely to result in injury to the student or others.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46723, clarifies that the burden of proof in due process hearings is on the party that is responsible for the issue going forward to the due process hearing officer, consistent with the U.S. Supreme Court's decision in Schaffer v. Weast. Thus, if the district has requested that a hearing officer remove a student to an interim alternative educational setting, the burden of persuasion at the hearing is on the district.

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) ~~or~~ 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she~~the~~ parent/guardian may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

CSBA NOTE: Pursuant to 34 CFR 300.532, this due process hearing is the same as the impartial due process hearing held for other special education matters, except that the law specifies expedited timelines. For other due process hearing requirements, see BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

CSBA NOTE: There is no state or federal law that requires special procedures for readmission of expelled students with disabilities; however, districts have an ongoing obligation to make FAPE available to students with disabilities.

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

CSBA NOTE: For district criteria applicable to all students when the Board is considering whether ~~or not~~ to suspend the enforcement of an expulsion order, see BP 5144.1 - Suspension and Expulsion/Due Process. The district should consult [CSBA's District and County Office of Education Legal Services](#) or [district](#) legal counsel when considering the suspension of an expulsion order involving a special education student.

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

CSBA NOTE: Pursuant to 20 USC 1415(k)(6) and 34 CFR 300.535, the district is authorized to report crimes by students with disabilities to law enforcement in accordance with state law. Education Code 48902 provides procedures for these required notifications and Education Code 49076, as amended by AB 143 (Ch. 434, Statutes of 2011), requires any law enforcement authority to which information regarding a student with disabilities is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right. See also AR 5144.1 - Suspension and Expulsion/Due Process and BP 5131.7 - Weapons and Dangerous Instruments.

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that ~~he/she will not disclose~~ the student's information or records **will not be disclosed** to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

Report to County Superintendent of Schools

CSBA NOTE: Education Code 48203 requires the Superintendent to report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. Education Code 48203 specifies that it is the duty of the County Superintendent to examine the reports and, if any case exists in which the interest of the student or welfare of the state may need further examination, bring the reports to the attention of the Board and the County Board of Education.

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The

report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. 1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services:
2. 2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311:
3. 3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student:

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed ~~him/her~~ the student to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that ~~he/she~~ the student was not an individual with a disability. ([20 USC 1415\(k\)\(5\)](#); [34 CFR 300.534](#))

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

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
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules of governing board

Ed. Code 48203	Reports of severance of attendance of disabled students
<u>Ed. Code 48853.5</u>	<u>Foster youth and Indian child's representatives' right to receive notices</u>
Ed. Code 48900-48925	Suspension and expulsion
Ed. Code 49076	Access to student records
Ed. Code 56000	Special education; legislative findings and declarations
Ed. Code 56320	Educational needs; requirements
Ed. Code 56321	Development or revision of individualized education program
Ed. Code 56329	Independent educational assessment
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56505	State hearing
<u>Ed. Code 56521.2</u>	<u>Behavioral interventions</u>
Pen. Code 245	Assault with deadly weapon
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Federal	Description
18 USC 1365	Serious bodily injury
18 USC 930	Weapons
20 USC 1412	State eligibility
<u>20 USC 1414</u>	<u>Evaluations, eligibility determinations, individualized education programs, and educational placements</u>
20 USC 1415	Procedural safeguards
21 USC 812	Schedule of controlled substances
29 USC 706	Definitions
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.530-300.537	Discipline procedures
Management Resources	Description
Court Decision	Honig v. Doe; (1988) 484 U.S. 305

Court Decision	M.P. v. Governing Board of Grossmont Union High School District; (1994) 858 F.Supp. 1044
Court Decision	Parents of Student W. v. Puyallup School District; (1994 9th Cir.) 31 F.3d 1489
Court Decision	Schaffer v. Weast; (2005) 546 U.S. 549 49
<u>Office of Administrative Hearings</u>	<u>Parent v. Fairfield-Suisun Unified School District (2012) Case No. 2012030917</u>
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
<u>U.S. Department of Education, Office for Civil Rights Publication</u>	<u>Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022</u>
<u>U.S. Department of Education, Office for Civil Rights Publication</u>	<u>Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022</u>
<u>U.S. Department of Education, Office of Special Education and Rehabilitative Services Publication</u>	<u>Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders, July 2022</u>
<u>U.S. Department of Education, Office of Special Education and Rehabilitative Services Publication</u>	<u>Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions, July 2022</u>
<u>U.S. Department of Education, Office of Special Education and Rehabilitative Services Publication</u>	<u>Dear Colleague Letter on Supporting the Needs of Students with Disabilities, July 2022</u>
<u>U.S. Department of Education, Office of Special Education and Rehabilitative Services Publication</u>	<u>Letter Commenting on Hearing Officer Authority to Determine whether Conduct is a Violation of Student Code of Conduct, July 2012</u>
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs <u>U.S. Department of Education, Office for Civil Rights</u>
<u>Website</u>	<u>U.S. Department of Education, Office of Special Education and Rehabilitative Services</u>

Cross References

Code	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan

0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
3513.4	Drug And Alcohol Free Schools
3541.2	Transportation For Students With Disabilities
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.62	Tobacco
5131.62	Tobacco
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance

5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
<u>6120</u>	<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
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints 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
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
<u>6164.5</u>	<u>Student Success Teams</u>
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
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
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 11/01/1999 | **Last Revised Date:** 05/03/01/2020/2023 | **Last Reviewed Date:** 05/03/01/2020/2023

Holidays

CSBA NOTE: The following list may be expanded to reflect district practice. Education Code 37220 specifies holidays on which public schools must be closed, and allows the Governing Board to designate any other day as a holiday. See the accompanying Board policy. [Education Code 37220, as amended by AB 1655 \(Ch. 753, Statutes of 2022\), incorporates June 19, "Juneteenth National Independence Day," to this list by way of presidential appointment.](#) In addition, Education Code 37220 provides that the Board, by adoption of a resolution, may revise the date upon which district schools close in observance of any of these holidays except Veterans Day, which must be celebrated on its actual date.

Education Code 37220.5 and 37220.7, [as amended by AB 1801 \(Ch. 761, Statutes of 2022\)](#), authorize the closing of school on March 31 in observance of Cesar Chavez Day, [on April 24 in observance of Genocide Remembrance Day](#), and/or on the fourth Friday in September for Native American Day, provided that the Board agrees to do so in a memorandum of understanding reached with employee bargaining units pursuant to Government Code 3540-3549.3. If the district has such an agreement, the holiday(s) should be added to the following list.

Education Code 37220 provides that a district may, if it so chooses, allow community groups to use school facilities on those dates when the school is closed for a holiday. See [BP/AR 1330 - Use of School Facilities](#).

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

[Juneteenth National Independence Day- June 19](#)

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

CSBA NOTE: Pursuant to Education Code 37220, as amended by AB 1655, districts are not required to close on Columbus Day, the second Monday in October. Governing Boards may designate Columbus Day as a holiday in which schools shall close.

In addition, schools shall be closed on any: (Education Code 37220)

1. Any day designated~~appointed~~ by the Governor as a holiday or President for a holiday, ~~any~~as a special or limited holiday on which the Governor provides that the schools shall close; and
~~any~~
2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations. ~~(Education Code 37220)~~

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

CSBA NOTE: The following section lists special days that schools are required by state and/or federal law to observe with suitable commemorative exercises.

In addition to commemorative exercises that are required by law, Education Code ~~37222-37222.20 and 51009~~37220.7, as amended by AB 1801, and 51109, as well as various legislative resolutions, have designated other days of special significance on which schools are encouraged, but not required, to conduct appropriate commemorative exercises, including, but not limited to: (1) School Board Recognition Month in January; (2) Ed Roberts Day on January 23; (3) Fred Korematsu Day of Civil Liberties and the Constitution on January 30; (4) Ronald Reagan Day on February 6; (5) Lunar New Year on the date corresponding with the second new moon following the winter solstice, or the third new moon following the winter solstice if an intercalary month intervenes; (6) Week of the School Administrator on the first full week of March; (7) California Agriculture Day on the first day of spring each year; (8) Welcome Home Vietnam Veterans Day on March 30; (9) Cesar Chavez on March 31; (10) California Poppy Day on April 6; (11) Dolores Huerta Day on April 10; (12) John Muir Day on April 21; (13) Genocide Remembrance Day on April 24; (14) Labor History Month in May; (14)15) the Day of the Teacher on the second Wednesday in May; (15)16) Harvey Milk Day on May 22; (16)17) September 11th Remembrance Day on September 11; (18) Native American Day on the fourth Friday in September; (17)19) Larry

Itliong Day on October 25; and (18~~20~~) Bill of Rights Day on December 15. The California Department of Education's web site includes a calendar of events listing other days for which special recognition is encouraged. The list below may be modified to include any optional days of special significance so designated by the Board.

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

~~U.S. Constitution and Citizenship Day - On or near September 17~~

~~Dr.~~Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

Patriotic Exercises

CSBA NOTE: Education Code 52720 requires all schools to conduct patriotic exercises daily. Pursuant to Education Code 52720 and 52730, this requirement may be satisfied by reciting the Pledge of Allegiance and/or through the instruction described below.

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

CSBA NOTE: The following paragraph is for use by districts maintaining elementary schools.

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

CSBA NOTE: The following paragraph is for use by districts maintaining secondary schools. Education Code 52720 mandates that the Board adopt regulations pertaining to the conduct of

patriotic exercises in secondary schools. The following paragraph should be revised to reflect district practice.

At secondary schools, such exercises shall be conducted during the homeroom period.

CSBA NOTE: In *Newdow v. Rio Linda Union School District*, the Ninth Circuit Court of Appeals upheld a school policy permitting teacher-led recitation of the Pledge of Allegiance pursuant to Education Code 52720 where students were permitted by policy to decline participation for personal reasons. In *West Virginia State Board of Education et al. v. Barnette et al.*, the court held that individuals may not be compelled to salute the flag or to stand during the salute.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. 1. For 30 days from the death of the President or a former President
2. 2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. 3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
4. 4. On the day of death and the following day for a Member of Congress
5. 5. On Memorial Day, until noon only
6. 6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. 7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state

who has died while serving on active duty

8. 8. On other occasions by order of the President and in accordance with presidential instructions or orders

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

Ed. Code 37220-37222.2021

Description

Holidays and commemorative events

Ed. Code 44015.1

Week of the School Administrator

Ed. Code 45203

Paid holidays

Ed. Code 45460

Classified School Employee Week

Ed. Code 52720-52730

Patriotic exercises and instruction

Gov. Code 3540-3549.3

Public education employer-employee relations

Gov. Code 430-439

Display of flags

Federal

36 USC 106

Description

Note Educational program on the U.S. Constitution

36 USC 106

Constitution Day and Citizenship Day

4 USC 6

Time and occasion for display of flag

4 USC 7

Position and manner of display of flag

Management Resources

Court Decision

Description

Newdow v. Rio Linda Union School District, 597 F.3d 1007, 1012 (9th Cir. 2010) [597 F.3d 1007](#)

Court Decision

West Virginia State Board of Education et al. v. Barnette et al., (1943) 319 U.S. 624

Website

CSBA District and County Office of Education Legal Services

Website

California Department of Education, History/Social Science Instructional Materials

Website

CSBA

Cross References

Code	Description
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
6111	School Calendar
6117	Year-Round Schedules
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.94	History-Social Science Instruction
6144	Controversial Issues
6145.8	Assemblies And Special Events

Policy 6146.1: High School Graduation Requirements

Status: ADOPTED

Original Adopted Date: 12/01/2017 | **Last Revised Date:** 10/31/2022 **3/01/2023** | **Last Reviewed Date:** 10/31/2022 **03/01/2023**

CSBA NOTE: The following policy is for use by districts that maintain grades 9-12.

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3 and those adopted by the Board, except for students who are Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," below district students shall also complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

CSBA NOTE: Education Code 51225.3 specifies the courses that a student is required to complete in order to graduate from high school as listed in Items #1-7 below.

Pursuant to Education Code 66204, each district that maintains a high school is required to develop a process for submitting courses to the University of California (UC) to review and certify that they align with the "A-G" course requirements for college admission.

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3) (40 credits)
2. Three courses in mathematics (Education Code 51225.3) (30 credits)

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete three mathematics courses in grades 9-12, including Algebra II or equivalent. (Education Code 51224.5)

CSBA NOTE: The following paragraph is for districts that require more than two mathematics courses for high school graduation. Pursuant to Education Code 51225.3 and 51225.35, a district that requires more than two courses in mathematics may award up to one mathematics course credit for an approved computer science course. Any such course must have been approved by UC as a "category C" (mathematics) course in the university's "A-G" course admission criteria; see BP 6143 - Courses of Study.

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

3. Successful completion of an approved computer science course that is classified as a "category C" course based on the University of California (UC) and California State University (CSU) "A-G" admission requirements shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)
4. Three courses in science, including one course in biological sciences and one course in physical sciences (Education Code 51225.3) (30 credits)
5. Three courses in social studies, including United States (U.S.) History; World History and Geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3) (30 credits)

CSBA NOTE: Pursuant to Education Code 51225.3, as amended by AB 185 (Ch. 571, Statutes of 2022), the option to authorize the completion of a course in career technical education (CTE) in lieu of the visual or performing arts or world language course requirement for high school graduation, which authority was deleted by AB 101 (Ch. 661, Statutes of 2021), has been restored until July 1, 2027.

6. One course in visual or performing arts, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3) (10 credits)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

7. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3) (20 credits)

CSBA NOTE: Pursuant to Education Code 51225.3, as amended by AB 101, beginning with the 2029-30 school year, a student is required to complete a one-semester course in ethnic studies, as specified, in order to graduate from high school. At its discretion, a district may require a full-year course. Districts that require a full-year course should revise Item #7 accordingly.

8. Starting with the graduating class of 2025, one 5 credit course in ethnic studies (Education Code 51225.3) and one 5 credit course in "Building Foundations for Success". (10 credits)

CSBA NOTE: Pursuant to Education Code 51225.3, the Governing Board may prescribe additional coursework (e.g., health education or service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. See BP 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation (CPR). See AR 6143 - Courses of Study.

Pursuant to Education Code 51230, if the district requires the completion of community service hours for high school graduation, the district may provide a student with credit towards that requirement for completion of a course in community emergency response training. However, if the district chooses to offer credit for the completion of such a course, the Board is still obligated to notify parents/guardians, students, and the public of information specified in Education Code 51225.3.

9. The equivalent of 75 elective credits.

10. 15 hours of prior approved Community Service, this is in addition to the 245 credit graduation requirement.

CSBA NOTE: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study. See BP/AR 6146.11 - Alternative Credits Toward Graduation.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Exemptions from District-Adopted Graduation Requirements

CSBA NOTE: Pursuant to Education Code 51225.31, as added by AB 181 (Ch. 52, Statutes of 2022), districts are required to exempt an eligible student with disabilities from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma, as reflected below. Awarding a diploma pursuant to this exception does not change the district's obligation to provide a free appropriate public education or otherwise constitute a change in placement.

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

CSBA NOTE: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements that are in addition to the state requirements specified in Education Code 51225.3 a foster youth, ~~homeless~~ student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district high schools any time after completing the second year of high school, or an immigrant student who is in the third or fourth year of high school and is participating in a newcomer program (i.e., a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English

language proficiency). This exemption does not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, AR 6173.3 - Education for Juvenile Court School Students, and AR 6175 - Migrant Education Program.

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer into a school by a foster youth, ~~homeless~~ student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the district is required to notify any eligible student and/or the student's parent/guardian, the person holding the right to make ~~education~~educational decisions for the student, the district's liaison for homeless children, and the student's social worker or probation officer, as applicable, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, after the ~~homeless~~ student experiencing homelessness ceases to be homeless, or after the student no longer meets the definition of a child of a military family, a migrant student, or a student participating in a newcomer program, as applicable.

Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of the fourth year of high school, the district or a district school must not require or request that the student graduate before the end of the fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4670. See BP/AR 1312.3 - Uniform Complaint Procedures.

In addition, a foster youth, ~~homeless~~ student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, ~~homeless~~ student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, the district may not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who is exempted from district-established graduation requirements and completes statewide coursework requirements before the end of the student's fourth year of high school to graduate early, as described below.

The Superintendent or designee shall not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1, as amended by SB 532 (Ch. 918, Statutes of 2022), requires the district to exempt a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who qualifies for an exemption from district-established graduation requirements, under the circumstances described below.

If a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, districts are required to annually report to the California Department of Education regarding the number of students who, for the prior school year, graduated with an exemption from the district-established graduation requirements that are in addition to statewide coursework requirements, as specified below.

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

CSBA NOTE: Items #1-4 below are optional and may be revised to reflect district practice.

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

CSBA NOTE: The following optional section reflects the Board's authority to confer honorary high school diplomas pursuant to Education Code 51225.5 and may be revised to reflect district practice.

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

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State	Description
5 CCR 1600-1651	Graduation of students from grade 12 and credit toward graduation
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 220	Prohibition of discrimination
Ed. Code 47612	Average daily attendance in charter school
Ed. Code 48200	Compulsory attendance
Ed. Code 48204.4	Parents/guardians departing California against their will
Ed. Code 48412	Certificate of proficiency
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Ed. Code 51224	Skills and knowledge required for adult life
Ed. Code 51224.5	Algebra in course of study for grades 7-12
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Exemption for students with disabilities
Ed. Code 51225.35	Mathematics course requirements; computer science

Ed. Code 51225.36	Instruction in sexual harassment and violence; districts that require health education for graduation
Ed. Code 51225.5	Honorary diplomas; foreign exchange and terminally ill students
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51225.9	Courses of Study , Grades study, grades 7 to 12; Career Technical Education career technical education
Ed. Code 51226.7	Model Curriculum curriculum in Ethnic Studies ethnic studies
Ed. Code 51228	Course of study; offerings and timely opportunity
Ed. Code 51230	Credit for community emergency response training
Ed. Code 51240-51246	Exemptions from requirements
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51410-51413	Diplomas
Ed. Code 51420-51427	High school equivalency certificates
Ed. Code 51430	Retroactive high school diplomas
Ed. Code 51440	Credit and granting of diploma to veterans and members of the military service
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51744-51749.6	Independent study
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Ed. Code 67386	Student safety; affirmative consent standard

Management Resources

Court Decision	Description O'Connell v. Superior Court (Valenzuela) (2006) 141 Cal.App.4th 1452
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, High School
Website	University of California, List of Approved A-G Courses
Website	CSBA

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
4112.2	Certification
4112.2	Certification
5113.2	Work Permits
5113.2	Work Permits
5126	Awards For Achievement
5126	Awards For Achievement
5127	Graduation Ceremonies And Activities
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5147	Dropout Prevention
6000	Concepts And Roles
6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity

6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.6	International Exchange
6145.6	International Exchange
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
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
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6155	Challenging Courses By Examination
6155	Challenging Courses By Examination
6158	Independent Study
6158	Independent Study
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
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6162.5	Student Assessment
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
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
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6179	Supplemental Instruction
6181	Alternative Schools/Programs Of Choice

6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6200	Adult Education
6200	Adult Education
9000	Role Of The Board

Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/01/2005 | Last Revised Date: 03/01/2022~~2023~~ | Last Reviewed Date: 10~~3~~3/01/2016~~2023~~

CSBA NOTE: The following policy reflects the intent of the McKinney-Vento Homeless Assistance Act (42 USC 11431-11435) that each ~~homeless~~ student experiencing homelessness should have equal access to the same free, appropriate public education and services as other students. 42 USC 11432 mandates that districts adopt, review, and revise policies to remove barriers to the identification, enrollment, and retention of homeless children and youth, ensure that ~~homeless~~ students experiencing homelessness are not segregated or stigmatized on the basis of their status as homeless, and provide for professional development for appropriate staff, as provided in the following policy: and regulation. In addition, 42 USC 11432 requires that, in reviewing and revising applicable policies, consideration be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship.

Education Code 48851.3, as added by AB 408 (Ch. 904, Statutes of 2022), mandates that districts establish homeless education program policies that are consistent with the provisions of Education Code 48850-48859, and using resources developed by the California Department of Education (CDE), available on its web site, and those developed by homeless education technical assistance centers. Pursuant to Education Code 48851.3, as added by AB 408, districts are required to update their homeless education program policies at least once every three years.

Education Code 48852.3, added by AB 408, requires CDE to develop and implement a plan for monitoring the compliance of districts, including school site inspections, to ensure that the state is not underestimating the number of youth experiencing homelessness.

The Governing Board believes that the identification of ~~homeless~~ students experiencing homelessness is critical to improving the educational outcomes of such students and ensuring that ~~homeless~~ students experiencing homelessness have access to the same free and appropriate public education provided to other students within the district. The district shall provide ~~homeless~~ students experiencing homelessness with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

When there are at least 15 ~~homeless~~ students experiencing homelessness in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of ~~homeless~~ students experiencing homelessness. (Education Code 52052, 52060, 52064)

CSBA NOTE: The following paragraph is **mandated** pursuant to Education Code 48851.3 and 42 USC 11432. 42 USC 11432 requires that districts adopt policy to remove barriers to ~~homeless~~ students' enrollment and retention of students experiencing homelessness due to absences or outstanding fees or fines. See the accompanying administrative regulation for additional procedures designed to remove barriers to the identification and enrollment of ~~homeless~~ students experiencing homelessness.

The Superintendent or designee shall regularly review [district policies at least once every three years](#) and recommend updates to district policies to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. ([Education Code 48851.3](#), 42 USC 11432)

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. See the accompanying administrative regulation for information about the designation and duties of the district liaison.

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students [experiencing homelessness](#) to succeed in school, [and as specified in Education Code 48851.3 related to trainings for district staff providing assistance to students experiencing homelessness](#).

CSBA NOTE: Education Code 48851, as added [amended](#) by AB 27 [2375](#) (Ch. [394912](#), Statutes of ~~2021~~[2022](#)), requires the district to ensure that each school within the district identifies all ~~homeless children and youths~~ [students experiencing homelessness](#) and unaccompanied youths enrolled at the school: [and to annually provide and administer a housing questionnaire to parents/guardians of all students and all unaccompanied youths for purposes of identifying students experiencing homelessness and unaccompanied youths. The housing questionnaire must be based on best practices developed by CDE, include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth, and be made available in paper form. A sample housing questionnaire is available on CDE's web site.](#)

[Education Code 48851, as amended by AB 2375, requires districts to collect the completed housing questionnaires described above, and annually report to CDE the number of students experiencing homelessness and unaccompanied youths enrolled in the district.](#)

The Superintendent or designee shall ensure that each district school identifies all ~~homeless children and youths~~ [students experiencing homelessness](#) and unaccompanied youths enrolled at the school. (Education Code 48851)

CSBA NOTE: The following paragraph is for districts that receive funding from the American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth Fund (ARP-HCY) and may be deleted or revised to reflect district practice by districts that do not receive such funds. Education Code 48851, as added by AB 27, requires districts receiving ARP-HCY funds to annually administer a housing questionnaire to parents/guardians of all students and all unaccompanied youths for purposes of identifying homeless children and youths and unaccompanied youths. The housing questionnaire must be based on best practices developed by the California Department of Education (CDE); include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth; and be made available in paper form. A sample housing questionnaire is available on CDE's web site.

To ensure easy identification of homeless students [experiencing homelessness](#), the Superintendent or designee shall annually [provide and](#) administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

The Superintendent or designee shall report to CDE the number of students experiencing homelessness, including unaccompanied youths, enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

CSBA NOTE: Education Code 48852.6, as added by AB 27, requires districts to create a web page or post on its web site (1) a list of district liaisons and contact information for such liaison(s) and (2) specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness. Additionally, Education Code 48852.6, as added by AB 27, requires a district school, if it has a web site, to post the contact information for the district liaison, as well as the name and contact information of any employee or person under contract the school may have who assists the district liaison in completing the liaison's duties. See the accompanying administrative regulation for more information regarding posting requirements.

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

CSBA NOTE: Pursuant to Education Code 48850 and 42 USC 11432, placement determinations for homeless students experiencing homelessness must be made according to the student's "student's "best interest,"" as defined by law and in the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for homeless students experiencing homelessness are based on the ~~student's~~ student's best interest as defined in law and administrative regulation.

Each homeless student experiencing homelessness shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (Education Code 48850; 42 USC 11432)

CSBA NOTE: The following paragraph is **mandated** by 42 USC 11432. Although ~~this law prohibits~~ the segregation of homeless students experiencing homelessness into a separate school or program is prohibited, separate schools that were in operation before 2001 may continue to operate under specified conditions. Districts that maintain such a school may revise the following paragraph to reflect district practice.

~~Homeless students~~ Students experiencing homelessness shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate ~~homeless~~ students experiencing homelessness on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet ~~the~~ their unique needs of ~~homeless students~~. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for ~~homeless~~ students experiencing homelessness are provided in a manner and form understandable to the student's parents/guardians of ~~homeless students~~ and to unaccompanied youths.

CSBA NOTE: Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, 42 USC 11432 provides that information about a ~~homeless student's~~ the living situation of a student experiencing homelessness must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of ~~homeless students'~~ records of students experiencing homelessness, see the U.S. Department of Education's (USDOE), "Education for Homeless Children and Youths Program Non-Regulatory Guidance."

Information about a ~~homeless student's~~ the living situation of a student experiencing homelessness shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

CSBA NOTE: Pursuant to 42 USC 11432, districts receiving assistance through the McKinney-Vento Homeless Assistance Act are required to coordinate services as provided below. Other districts may delete or revise the following paragraph to reflect district practice.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that ~~homeless children and youth~~ students experiencing homelessness are promptly identified, ensure that ~~homeless~~ students experiencing homelessness have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to ~~homeless children and youth~~ students experiencing homelessness, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for ~~homeless~~ students experiencing homelessness and services for students with disabilities. (42 USC 11432)

CSBA NOTE: 42 USC 11432 **mandates** that districts adopt policies and practices to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, as determined appropriate by the federal Office of the Coordinator.

Education Code 48852.5 requires CDE to provide specified informational and training materials to district liaisons, including informational materials on the educational rights of homeless children and youth students experiencing homelessness and resources available to assist homeless children and youth students experiencing homelessness. Education Code 48852.5, as amended by SB 400 (Ch. 400, Statutes of 2021), also requires CDE to develop and implement a system to verify that districts are providing the required training to school personnel providing services to youth students experiencing homelessness at least annually.

Pursuant to Education Code 48851.3, as added by AB 408, the liaison for homeless students is required to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services the liaison provides. While Education Code 48851.3 requires annual training for employees who work with students experiencing homelessness, the liaison is encouraged to offer training to all district employees.

The following paragraph reflects the training requirement of Education Code 48851.3 and 48852.5, and USDOE's "Education for Homeless Children and Youths Program Non-Regulatory Guidance," regarding the content of the professional development.

At least annually, the district liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students experiencing homelessness. Such professional development and technical assistance shall include, but are not limited to, training on the district's homeless education program policies, definitions of terms related to homelessness, the recognition of signs of that students are experiencing or are at risk of experiencing homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students experiencing homelessness with appropriate housing and service providers. (Education Code 48851.3, 48852.5; 42 USC 11432)

CSBA NOTE: Education Code 48851, as added by AB 27, requires districts to collect the completed housing questionnaires described above, and annually report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district.

The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 52064.5, the State Board of Education has adopted evaluation rubrics for use by districts in evaluating their strengths, weaknesses, and areas that require improvement.

In addition, pursuant to 20 USC 6311 annual district report cards for districts receiving Title I funds are required to include disaggregated student achievement data and graduation rates of homeless students.

At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for homeless students experiencing homelessness, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates,

and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to more effectively identify and support the education of homeless students: [experiencing homelessness](#).

[CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532 \(Ch. 918, Statutes of 2022\), districts are required to annually report to CDE regarding the number of students experiencing homelessness who, for the prior school year, graduated with an exemption from the district-established graduation requirements that are in addition to statewide coursework requirements, as specified below.](#)

[Annually, the Superintendent or designee shall report to CDE, in accordance with Education Code 51225.1, the number of students experiencing homelessness graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.](#)

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 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.3	Homeless education program policies; liaison responsibilities
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.3	Monitoring for compliance with chapter
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities

Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies
Management Resources	Description
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	2021–22 Federal Program Monitoring Instrument; May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education
Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications

4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
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
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
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
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)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6120	Response To Instruction And Intervention
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services

6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Regulation 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 12/01/2014 | Last Revised Date: 03/01/2022~~2023~~ | Last Reviewed Date: 10~~3~~3/01/2016~~2023~~

CSBA NOTE: The following administrative regulation is **mandated** pursuant to [Education Code 48851.3, as added by AB 408 \(Ch. 914, Statutes of 2022\)](#) and 42 USC 11432; ~~see, which require districts to establish homeless education program policies. Pursuant to Education Code 48851.3 districts are required to update these policies at least once every three years. See~~ section on "Transportation" below [for additional requirements](#).

Definitions

CSBA NOTE: The federal McKinney-Vento Homeless Assistance Act (42 USC 11434a) and Education Code 48859, ~~as amended by AB 27 (Ch. 394, Statutes of 2021)~~, define "homeless children and youths" as provided below. Foster youth who are living in emergency or transitional shelters are within the definition of homeless students but youth who are awaiting foster care placement are not. See BP/AR 6173.1 - Education for Foster Youth for state law regarding foster children.

Homeless students ~~or *students experiencing homelessness*~~ means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian. (Education Code 48859; 42 USC 11434a)

CSBA NOTE: The following definition of "school of origin" generally reflects Education Code 48852.7, which exceeds the definition in 42 USC 11432 and is consistent with the state definition of "school of origin" that applies to foster youth. However, 42 USC 11432 includes preschools in the definition as provided below.

School of origin means the school that the ~~homeless~~ student [experiencing homelessness](#) attended when permanently housed or the school in which the student was last enrolled, including a

preschool. If the school the homeless student experiencing homelessness attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which the student is connected, the district liaison for homeless students shall determine, in consultation with and with the agreement of the homeless student experiencing homelessness and the person holding the right to make educational decisions for the student, and shall determine which school is, in the best interests of the homeless student; ~~which school shall be~~ experiencing homelessness, deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48850 expresses legislative intent that the "best interest" of a homeless student experiencing homelessness or foster youth includes educational stability as well as placement in the least restrictive educational program, as provided below. Education Code 48853 further provides that the placement of a foster youth must consider the student's access to academic resources, services, and extracurricular and enrichment activities. For consistency with the definition of "best interest" applicable to foster youth (see AR 6173.1 - Education for Foster Youth), ~~the~~ The following definition also reflects Education Code 48853.

Best interest means that, in making educational and school placement decisions for a homeless student experiencing homelessness, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. The district should fill in the blanks below with the title or position, address, email address, and phone number of the district liaison.

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

District Social Worker
(title or position)

445 Montezuma Street, Rio Vista, CA 94571
(address)

Socialworker@rdusd.org
(email address)

(707) 374-1700
(phone number)

CSBA NOTE: The duties of the district liaison for homeless students are listed in Education Code 48851.3, as added by AB 408, and 42 USC 11432 and are specified below. Also see the U.S. Department of Education's (USDOE), "Education for Homeless Children and Youths Program Non-Regulatory Guidance," and the "Homeless Liaison Toolkit," developed by the National Center for Homeless Education.

The district's liaison for homeless students shall: (Education Code 48851.3, 48851.5, 48852.5; 42 USC 11432)

1. Ensure that homeless students experiencing homelessness are identified by school personnel through outreach and coordination activities with other entities and agencies
2. Ensure that homeless students experiencing homelessness are enrolled in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that homeless families and children and youth students experiencing homelessness have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district
4. Ensure that homeless families and students experiencing homelessness receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children
6. Disseminate public notice of the educational rights of homeless students experiencing homelessness in locations frequented by parents/guardians of homeless children and youth students experiencing homelessness and by unaccompanied youth, including schools, shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.
7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below
8. Fully inform parents/guardians of homeless students experiencing homelessness and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

CSBA NOTE: Pursuant to Education Code 48852.5, as amended by SB 400 (Ch. 400, Statutes of 2021), the California Department of Education (CDE) is required to provide training materials to district liaisons for homeless students for the purpose of providing required professional development and support to school personnel who provide services to homeless students.

Pursuant to Education Code 48851.3, as added by AB 408, the district's liaison for homeless students is required to offer annual training to district employees who provide services to students experiencing homelessness and inform such employees of the availability of training and the services the liaison provides. While Education Code 48851.3 requires annual training for employees who work with students experiencing homelessness, the district's liaison for homeless students is encouraged to offer training to all district employees.

The examples of school personnel listed below reflect CDE's ~~2021-22~~2022-23 Federal Program Monitoring Instrument.

9. ~~Ensure that~~ Offer annual training related to the district's homeless education program policies to school personnel ~~providing~~ who provide services to homeless students

experiencing homelessness, including principals and other school leaders, attendance supervisors, officers, teachers, enrollment personnel, and specialized instructional support personnel, receive to ensure that such employees are informed of available training, professional development, and other support, and the services provided by the district liaison for homeless students

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090
11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to ~~homeless~~ students experiencing homelessness, including the collection and provision of comprehensive data to the state coordinator as required by law

CSBA NOTE: Pursuant to Education Code 48918.1, the district liaison must be notified at least 10 calendar days before the date of the expulsion hearing for a ~~homeless~~ student experiencing homelessness, when the student's alleged violation does not require a mandatory recommendation for expulsion, and may be notified for mandatory expulsions; see AR 5144.1 - Suspension and Expulsion/Due Process. When so notified, the district liaison is expected to assist the student and, as necessary, advocate on the student's behalf.

Furthermore, pursuant to Education Code 48915.5, if the ~~homeless~~ student experiencing homelessness has also been identified as an individual with a disability and the district has proposed a change of placement due to an act for which the decision to recommend expulsion is discretionary, the district liaison must be invited to participate in the individualized education program (IEP) team meeting that makes a manifestation determination pursuant to the Individuals with Disabilities Education Act (20 USC 1415(k)).

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a ~~homeless~~ student experiencing homelessness who is undergoing a disciplinary proceeding that could result in the student's expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

CSBA NOTE: 42 USC 11432 requires CDE to publish a list of district liaisons on its web site. CDE collects the name and contact information of district liaisons through the consolidated application process, along with information about district compliance with federal program requirements.

The Superintendent or designee shall inform ~~homeless children and youth~~ students experiencing homelessness, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. The Superintendent or designee shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for homeless students experiencing homelessness based on the student's best interest. (Education Code 48850; 42 USC 11432)

In determining a student's best interest, a student experiencing homelessness shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48850 and 42 USC 11432 ~~specifies~~specify factors that must be considered in determining a student's best interest, as provided below.

~~In~~When determining the best interest of ~~the any~~ student experiencing homelessness, the district shall ~~consider~~give priority to the request of the student's parent/guardian, or in the case of an unaccompanied youth, the request of the student. The student's educational stability and opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress and other student-centered factors related to the student's best interest, including ~~factors related to the impact of mobility on~~ the student's achievement, education, health, and safety, ~~giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth.~~ (shall also be considered. (Education Code 48850; 42 USC 11432))

CSBA NOTE: The following optional paragraph presents examples of factors that may be considered in making placement decisions based on a student's "best interest," and may be revised to reflect district practice.

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student experiencing homelessness lives with the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the district liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of the right to appeal. (42 USC 11432)

~~In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)~~

CSBA NOTE: Education Code 48852.7 and 42 USC 11432 require schools to immediately enroll homeless students experiencing homelessness as specified below. In ~~its~~USDOE's, "Non-Regulatory Guidance Education for Homeless Children and Youths Program," ~~the~~ USDOE recommends that the district take steps to facilitate immediate enrollment such as accepting school records directly from families, establishing school-based immunization clinics, and training staff on the legal requirements for immediate enrollment. See AR 5111.1 - District Residency.

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student: (Education Code 48850, 48852.7; 42 USC 11432)

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 records of immunization and other required health records
4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if the student is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the school requested by the student's parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a ~~homeless~~ student experiencing homelessness, the student may continue attending the student's school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the ~~homeless~~ student experiencing homelessness has the benefit of matriculating with the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the same attendance area-
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the student shall be allowed to continue to the school designated for matriculation in that district-

CSBA NOTE: Education Code 48852.7 and 42 USC 11432 require that ~~homeless~~ students who become permanently housed during the school year be allowed to remain in the school of origin for the remainder of the school year. Additionally, Education Code 48852.7 allows ~~homeless~~ students to remain in the school of origin, or matriculate to a feeder school, even if the student is

no longer ~~homeless~~experiencing homelessness. The district may revise the following list to reflect the grade levels and feeder school patterns in the district.

If the student's housing status changes before the end of the school year so that the student is no longer ~~homeless~~experiencing homelessness, the student shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8
2. Through graduation if the student is in high school

Resolving Enrollment Disputes

CSBA NOTE: In the event that a dispute arises over the district's decision related to student eligibility, school selection, or enrollment, the district must comply with the requirements of 42 USC 11432 and the dispute resolution process established by CDE. CDE's ~~process is described in its~~, "Homeless Education Dispute Resolution Process" ~~letter to districts,~~ available on CDE's web site; provides such guidance. CDE's ~~letter~~guidance does not specify a hearing process or timelines for the district-level dispute resolution process. Thus, the district may revise the following section to reflect district practice, provided that the process is consistent with law.

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

CSBA NOTE: The following optional list should be modified to reflect district practice. In ~~its~~USDOE's, "Education for Homeless Children and Youths Program Non-Regulatory Guidance," ~~the~~ USDOE recommends that the written explanation contain the elements specified below. See the accompanying exhibits for a sample explanation and appeal form.

The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the district liaison and state coordinator, and a brief description of those roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

CSBA NOTE: The following optional paragraph is recommended in the USDOE's "Education for Homeless Children and Youths Program Non-Regulatory Guidance."

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

CSBA NOTE: The following optional paragraph is recommended in CDE's, "Homeless Education Dispute Resolution Process" ~~letter,~~ guidance to districts. CDE recommends that if the parent/guardian or unaccompanied youth is an English Learner, the native language and/or an interpreter be used, and/or if additional supports are needed because of a disability, such services be made available without charge.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform ~~them~~ the student's parents/guardians or unaccompanied youth that ~~they may provide~~ written and/or oral documentation to support their position may be provided
2. Inform ~~them~~ the student's parents/guardians or unaccompanied youth that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide ~~them~~ a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide ~~them~~ a copy of the dispute form they submit for their records
5. Provide ~~them~~ the outcome of the dispute for their records

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter; ~~and any.~~ Any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

CSBA NOTE: In ~~its~~ CDE's, "Homeless Education Dispute Resolution Process" ~~letter to districts,~~ CDE describes the process for appealing a district's enrollment decision to the county office of education (COE) and CDE. Upon receipt of materials describing the dispute from the district, the COE liaison will determine the school selection or enrollment decision within five working days. If the dispute remains unresolved or is appealed, the COE liaison will forward the documentation to CDE's Homeless Education Program. CDE will notify all parties of the final determination of eligibility, school selection, or enrollment within five working days of receipt of the appeal.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the liaison for homeless students at the county office of education.

CSBA NOTE: 42 USC 11432 provides that, during any dispute over a student's enrollment, the student must be allowed to be enrolled in the school in which enrollment is sought during the period of all appeals. 42 USC 11434a defines "enrollment" as including attendance in classes and full participation in school activities.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

CSBA NOTE: 42 USC 11432 **mandates** that districts adopt policies and practices to ensure that transportation is provided to homeless students [experiencing homelessness](#), at the request of the student's parent/guardian or of the district liaison in the case of an unaccompanied youth, to and from the school of origin as specified below.

In its [USDOE's](#), "Education for Homeless Children and Youths Program Non-Regulatory Guidance," USDOE states that the law imposes an affirmative obligation to transport homeless students [experiencing homelessness](#), even if transportation is not provided to other students. The Guidance clarifies that, because the State of California receives funds under McKinney-Vento, all districts in California are subject to this requirement.

~~Federal law does not address the authorization provided by Education Code 39807.5 for the district to charge for the cost of home-to-school transportation. However, it is likely that most homeless students would be identified as indigent and would therefore be exempt from transportation costs. See AR 3250 - Transportation Fees.~~

The district shall provide transportation for a homeless student [experiencing homelessness](#) to and from the student's school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend the student's school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

[CSBA NOTE: Pursuant to Education Code 39807.5, as amended by AB 181 \(Ch. 52, Statutes of 2022\), the district is required to waive transportation fees for an unduplicated student, as defined in Education Code 42238.02, which includes a student who is eligible for free or reduced-price meals, who is classified as an English learner, or who is a foster youth. Since it is likely that most students experiencing homelessness would be eligible to receive free meals, and would therefore qualify as an unduplicated student, such students would most likely be exempt from transportation costs. See BP 3540 Transportation and BP/AR 3250 - Transportation Fees.](#)

[Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for students experiencing homelessness. \(Education Code 39807.5\)](#)

CSBA NOTE: Education Code 48852.7 requires that the district provide transportation to a formerly homeless student with an IEP only if transportation is a necessary related service. Education Code 48852.7 does not supersede or exceed other laws governing special education services for eligible homeless students experiencing homelessness.

The following paragraph may be revised if the district chooses to provide transportation to other formerly homeless students attending their school of origin.

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they ~~cease to be homeless~~ secure permanent housing, unless the formerly homeless student has an IEP that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools. Education Code 51225.2, as amended by SB 532 (Ch. 918, Statutes of 2022), addresses the transferability of coursework and credits completed by a student experiencing homelessness, as provided below.

Education Code 51225.2, as amended by SB 532, requires the transferring school to include in the student's educational record a determination of days of enrollment and/or seat time and an official transcript with full and partial credits earned, or any measure of full or partial coursework being satisfactorily completed.

When a ~~homeless~~ student experiencing homelessness transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the student and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable, for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned
3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two

business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school ~~and~~. (Education Code 51225.2)

CSBA NOTE: Pursuant to Education Code 51225.2, districts may not require a student who has completed an entire course to retake the course.

If the entire course was completed, the district shall not require the student to retake the course. (Education Code 51225.2)

If the ~~homeless student did not complete the entire course~~ was not completed at the previous school, the student shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course ~~that the student did not complete at the previous school~~. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a ~~homeless~~ student in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to ~~homeless~~ students who transfer from school to school, there is no uniform system for calculating and awarding partial credits. A recommendation for how to award partial credit is available in the "California Child Welfare Council's "Partial Credit Model Policy and Practice Recommendations"" and should 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 ~~homeless~~ student experiencing homelessness 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 ~~homeless~~ student experiencing homelessness shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements established by the Governing Board.

However, when a homeless student experiencing homelessness who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the student shall be exempted from all district-~~adopted~~established 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 the fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for the student, and the district liaison for homeless students of the availability of the exemption and whether the student 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 homeless. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, to determine whether a student with significant gaps in school attendance is in the third or fourth year of high school, the student's age as compared to the average age of students in the third or fourth year of high school may be used.

~~To determine whether a homeless~~ To determine whether a student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer ~~or, the length of the student's school enrollment,~~ or, for a student with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, whichever qualifies the student for the exemption. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1, as amended by SB 532, requires the district to exempt a student who is granted~~qualifies for~~ an exemption ~~and~~ from district-established graduation requirements, under the circumstances described below.

~~The Superintendent or designee shall notify any homeless~~ If a student experiencing homelessness was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. A student may request the exemption even if the student is no longer a student experiencing homelessness. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, the district is required to reevaluate a student's eligibility for an exemption from district-established graduation requirements, as described below.

When the Superintendent or designee determines that a student who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the student's fourth year of high school, the student shall not be exempted from those requirements. Within 30 calendar days of the following academic year, the student shall be reevaluated based on the student's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation requirements in time to graduate by the end of the student's fourth year of high school. Written notice as to whether the student then qualifies for exemption shall be provided to the student, the person holding the right to make educational decisions for the student, and if applicable, to the student's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the student experiencing homelessness is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Superintendent or designee shall provide the student with the option to receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the student, or if under 18 years of age, the person holding the right to make educational decisions for the student, and provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, the district is required to consult with a student experiencing homelessness who is granted an exemption from district-established graduation requirements and the person holding the right to make educational decisions for the student, as described below.

When a student experiencing homelessness is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the student and the person holding the right to make educational decisions for the student about the following: (Education Code 51225.1)

1. Discussion of how any requirements that are waived will may affect the student's student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution
2. Discussion and shall provide information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges. (Education Code 51225.1)
3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a homeless student experiencing homelessness to transfer schools in order to qualify for an exemption and ~~no request for a transfer solely to qualify for an exemption shall be~~ shall not grant any request made by a homeless student experiencing homelessness, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student, for a transfer solely to qualify for an exemption. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from requiring a if a homeless student who is exempted eligible for an exemption from local district-established graduation requirements from accepting the exemption or being denied enrollment, as described below.

The Superintendent or designee shall not require a student experiencing homelessness who is eligible for an exemption from district-established graduation requirements, and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from revoking a student's exemption from district-established graduation requirements.

If a student experiencing homelessness is exempted from district-established graduation requirements, the exemption shall not be revoked. Additionally, the exemption shall continue to apply after the student is no longer ~~homeless~~experiencing homelessness or if the student transfers to another school, including a charter school, or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, the district may not require or request a student who is exempted from district-established graduation requirements and completes statewide coursework requirements before the end of the student's fourth year of high school to graduate early, as described below.

The Superintendent or designee shall not require or request a student experiencing homelessness who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, if the district determines that a student who is eligible for the exemption from district-established graduation requirements is reasonably able to complete those requirements in time to graduate from high school by the end of the student's fifth year, the district is required to provide the following.

Upon making a finding that a student experiencing homelessness is reasonably able to complete district-established graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. ~~Inform~~ Consult with the student and, if under 18 years of age, the person holding the right to make educational decisions for the student, of the option available to the student to remain in school for a fifth year to complete the ~~district's~~ district-established graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
2. ~~Provide~~ Consult with and provide information to the ~~homeless~~ student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the ~~homeless~~ student or with the person holding the right to make educational decisions for the student if under 18 years of age, permit the student to stay in school for a fifth year to complete the ~~district's~~ district-established graduation requirements
4. Consult with the student or with the person holding the right to make educational decisions for the student of the option to remain in the student's school of origin

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, until January 1, 2028, when a student experiencing homelessness who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements, but

is reasonably able to complete the statewide coursework requirements, within the student's fifth year of high school, the district is required to exempt the student from the district-established graduation requirements and provide the student with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, consultation with the student and the person holding the right to make educational decisions for the student is required, as provided below.

When a student experiencing homelessness who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements within the student's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the student shall be exempted from all district-established graduation requirements and be provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the student and the person holding the right to make educational decisions for the student, regarding the following: (Education Code 51225.1)

1. The student's option to remain in school for a fifth year to complete statewide coursework requirements
2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education
3. Other options available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges
4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements

Eligibility for Extracurricular Activities

CSBA NOTE: The following paragraph is required pursuant to Education Code 48850. See BP 6145 - Extracurricular and Cocurricular Activities for additional eligibility requirements.

A ~~homeless~~ student experiencing homelessness who enrolls in any district school shall have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification, Complaints, and Posting Requirements

Information regarding the educational rights of ~~homeless~~ students experiencing homelessness, as specified in Education Code 51225.1 and 51225.2, 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 51225.1, 51225.2)

CSBA NOTE: Education Code 51225.1 and 51225.2 provide that complaints of noncompliance with specified requirements related to the educational rights of ~~homeless~~ students experiencing

[homelessness](#) may be filed in accordance with the uniform complaint procedures (UCP) specified in 5 CCR 4600-4670. As with other complaints covered under the UCP, a complainant may appeal the district's decision to 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 that the district has not complied with requirements regarding the education of ~~homeless~~ students [experiencing homelessness](#), as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

CSBA NOTE: Education Code 48852.6, ~~as added by AB 27~~, requires the district and each district school that maintains a web site to post on the district and school web sites information related to ~~homeless students'~~ [the education of students experiencing homelessness](#), as specified in the following paragraphs.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to ~~persons~~[students](#) experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

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 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.3	Homeless education program policies; liaison responsibilities
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.3	Monitoring for compliance with chapter

Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies
Management Resources	Description
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	2021-22 Federal Program Monitoring Instrument, May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education
Website	National Center for Homeless Education at SERVE

Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation
Website	California Child Welfare Council

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program

3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
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
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
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
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
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6177	Summer Learning Programs
6178	Career Technical Education
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6179	Supplemental Instruction
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Policy 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: ~~12~~03/01/2013~~2023~~ | Last Reviewed Date: ~~12~~03/01/2013~~2023~~

CSBA NOTE: Education Code 42238.02 and 42238.03 provide supplemental and concentration grants within the local control funding formula based on the number and concentration of unduplicated counts of students who are foster youth, who are English learners, and/or who are eligible for free or reduced-price meals; see BP/AR 3100 - Budget. In addition, Education Code 52060-52077 require districts to develop a local control and accountability plan (LCAP) which must be aligned to specific state priorities and any additional local priorities, and which must contain annual goals for all students and for each "numerically significant" student subgroup and the specific actions to be taken to achieve each goal; see BP/AR 0460 - Local Control and Accountability Plan.

Education Code 48850-48859 (the AB 490 Educational Rights and Stability Act of 2003) create obligations for districts regarding the education of foster youth, including the right of foster youth to continue attending their school of origin and the requirement to ensure that foster youth have access to the same academic resources, services, and extracurricular and enrichment activities that are available to all students. See the accompanying administrative regulation.

While the requirements of the federal McKinney-Vento Homeless Assistance Act (42 USC 11431-11435) may apply to foster youth in certain situations, such as when they are living in emergency or transitional shelters (see BP/AR 6173 - Education for Homeless Children), Education Code 48850-48859 extend services to youth at any time when in foster care. The following policy may be revised to reflect district practice.

The Governing Board recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. ~~To enable such students to achieve state and district academic standards, the Superintendent or designee shall provide them with full access to the district's educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in the district's local control and accountability plan (LCAP).~~ that may be addressed with the provision of a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement.

The Superintendent or designee shall provide foster youth with full access to the district's educational program and implement strategies necessary for the improvement of the academic achievement of foster youth as identified in the district's local control and accountability plan (LCAP). The Superintendent or designee shall also develop strategies to build a foster youth's feeling of connectedness with school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

CSBA NOTE: Pursuant to Education Code 48850, placement determinations for foster youth ~~must~~are required to be made in accordance with the student's "best interest." In addition, Education Code 48853.5 requires each district to designate a staff person as a foster care liaison

to help ensure proper school placement ~~and~~, enrollment, ~~and~~ transfer. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and as specified in the accompanying administrative regulation. To that end, ~~he/she~~the Superintendent or designee shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

~~The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build a foster youth's feeling of connectedness with his/her school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.~~

CSBA NOTE: Education Code 48853.5 encourages districts to collaborate with other agencies to provide services to foster youth. The following optional paragraph should be modified to reflect district practice.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies and officials including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532 (Ch. 918, Statutes of 2022), districts are required to annually report to the California Department of Education regarding the number of foster youth who, for the prior school year, graduated with an exemption from the district-established graduation requirements that are in addition to statewide coursework requirements, as specified below.

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of foster youth graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

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 39807.5	Student safety and violence prevention Payment of transportation costs by parents/guardians; waiver for foster youth
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920- 42925 42926	Foster children educational services
Ed. Code 48645- 48646 48647	Juvenile court schools
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; homeless student foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
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 requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster child's youth's education
H&S Code 120341	Foster youth; school placement and 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	Description
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
California Foster Youth Education Task Force Publication	California Foster Youth Education Law Fact Sheets, January 2021
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	CSBA District and County Office of Education Legal Services
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(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
<u>3250</u>	<u>Transportation Fees</u>
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	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian 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
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	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
6164.6	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(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6179	Supplemental Instruction
<u>6184</u>	<u>Continuation Education</u>
6190	Evaluation Of The Instructional Program
9320	Meetings And Notices

Regulation 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 12/01/2013 | Last Revised Date: 06/03/01/20222023 | Last Reviewed Date: 06/03/01/20222023

Definitions

CSBA NOTE: Pursuant to Education Code 42238.01 and 48853.5, as amended by AB ~~1055~~181 (Ch. ~~287~~52, Statutes of ~~2021~~;2022), define "foster youth" has the same meaning, as the term is defined reflected in Education Code 42238.01, as amended by AB 167 (Ch. 252, Statutes of 2021). See Items #4 and 5 below the following paragraph.

Foster youth, foster child, or student in foster care means any of the following: (Education Code 42238.01, 48853.5)

1. 1. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 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 pursuant to Welfare and Institutions Code 602, whether or not the child has been removed from the child's home
3. 3. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 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. 4. 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.
5. A child who has been removed from the youth's home pursuant to Welfare and Institutions Code 309
4. 6. 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. 7. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400(p)

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 the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which 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 and that the foster youth attended within the preceding 15 months, the district liaison for foster youth shall determine, in the best interests of the foster youth, which school 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 foster youth: shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. (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 setting necessary to achieve academic progress, 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 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. 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)

Disctriict Social Worker
(position or title)
445 Montezuma Street, Rio Vista, CA 94571
(address)
(707) 374-1700
(phone number)
Socialworker@rdusd.org
(email)

The liaison for foster youth shall:

1. 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."

2. 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)

When a student in foster care is enrolling in a district school, the liaison shall contact, within two business days of the student's request for enrollment, 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 as amended by AB 740 (Ch. 400, Statutes of 2022), a foster youth's youth's educational rights holder, attorney, and the appropriate official of the county child welfare agency in certain circumstances when social worker have the same rights as a parent/guardian to receive a suspension notice, expulsion- notice, manifestation determination notice, involuntary transfer notice, and other documents and related proceedings are pending against the foster youth. For specific situations requiring such invitation or notice, see information. See AR 5144.1 - Suspension and Expulsion/Due Process, AR 5144.2 - Suspension/Expulsion (Students with Disabilities), and BP/AR 6184 - Continuation Education.

3. 3. Notify a foster youth's educational rights holder, attorney, and ~~the representative of the appropriate county child welfare agency,~~ social worker when 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. (Education Code 48853.5, 48911, 48915.5, 48918.1)

CSBA NOTE: Optional item ~~Item~~ Item #7 establishes the responsibility of the district liaison to collaborate with other local agencies to coordinate services for foster youth.

Pursuant to Education Code 42920.5-42921 ~~establish~~, the Foster Youth Services Coordinating

Program and ~~provide~~ **provides** 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.

7. **7.** 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

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. **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. **2.** The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and an awareness of the following:

- a. a. The student has a right to attend a regular public school in the least restrictive environment.
- b. b. The alternate education program is a special education program, if applicable.
- c. c. The decision to unilaterally remove the student from the district school and to place the student in an alternate education program may not be financed by the district.
- d. 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 in the school of origin under the circumstances stated below. Elementary and high school districts should delete any ~~item~~ item (#3b or c) that is not applicable to the grade levels served by the district.

- 3. 3. At the initial placement or any subsequent change in placement, the student exercises the right to continue in the school of origin, as defined above. In any such circumstance, the following shall apply:
 - a. a. The student may continue in the school of origin for the duration of the court's jurisdiction.
 - b. 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 the school of origin for the remainder of the school year.
 - c. c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in the school of origin through graduation.
 - d. d. If the student is transitioning between school grade levels, the student shall be allowed to continue in the district in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school 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 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 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)

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, textbooks, or other moneys due to the last school attended or the district has not received the foster youth's academic and/or medical records, as listed in 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 enrollment, the district must take steps, after the foster youth is enrolled, to obtain the immunization records or ensure that 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 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, regardless of whether the foster youth: (Education Code 48853.5)

1. 1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. 2. Does not have clothing normally required by the school, such as school uniforms
3. 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, an appeal 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 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, 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 the school of origin, for the duration of the time spent in foster care, when it is in 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)

CSBA NOTE: Pursuant to Education Code 39807.5, as amended by AB 181, districts that provide home-to-school transportation and other transportation as expressly provided by law, and charge fees for such transportation, are required to waive transportation fees for foster youth. See BP 3250 – Transportation Fees and AR 3260 – Fees and Charges.

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for foster youth. (Education Code 39807.5)

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. 1. A decision by a court or placement agency to change the student's placement, in which case the grades shall be calculated as of the date the student left school
2. 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, as amended by SB 532 (Ch. 918, Statutes of 2022), addresses the transferability of coursework and credits completed by foster youth, as provided below.

Education Code 51225.2, as amended by SB 532, requires the transferring school to include in the foster youth's educational record a determination of days of enrollment and/or seat time and an official transcript with full and partial credits and grades earned, or any measure of full or partial coursework being satisfactorily completed.

When a foster youth transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the foster youth and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned

3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full or partial credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency and. (Education Code 51225.2)

CSBA NOTE: Pursuant to Education Code 51225.2, districts are not authorized to require a foster youth who has completed an entire course to retake the course.

If the entire course was completed, the district shall not require the foster youth to retake the course. (Education Code 51225.2)

If the entire course 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. 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, the foster youth shall be enrolled in the same or equivalent course, if applicable, 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 the second year of high school transfers into the district from another school district or transfers between high schools within the district, the foster youth shall be exempted from all district-~~adopted~~established 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 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 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)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, to determine whether a foster youth with significant gaps in school attendance is in the third or fourth year of high school, the student's age as compared to the average age of students in the third or fourth year of high school may be used.

To determine whether a foster youth is in 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 school enrollment, or for a foster youth with significant gaps in school attendance, the foster youth's age as compared to the average age of students in the third or fourth year of high school, whichever qualifies 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~~

CSBA NOTE: Education Code 51225.1, as amended by SB 532, requires the district to exempt a foster youth who qualifies for an exemption from district-established graduation requirements, under the circumstances described below.

If a foster youth was not properly notified of an exemption, declined the exemption, or was not previously exempted, the foster youth or the person holding the right to make educational decisions for the foster youth may request the exemption and the Superintendent or designee shall exempt the foster youth within 30 days of the request. A student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, the district is required to reevaluate a foster youth's eligibility for an exemption from district-established graduation requirements, as described below.

When the Superintendent or designee determines that a foster youth who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the foster youth's fourth year of high school, the foster youth shall not be exempted from those requirements. Within 30 calendar days of the following academic year, the foster youth shall be reevaluated based on the foster youth's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation

requirements in time to graduate by the end of the foster youth's fourth year of high school. Written notice as to whether the foster youth then qualifies for the exemption shall be provided to the foster youth, the person holding the right to make educational decisions for the foster youth, and if applicable, to the foster youth's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the foster youth is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the foster youth's fourth year of high school, the Superintendent or designee shall provide the foster youth with the option to receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the foster youth, or if under 18 years of age, the person holding the right to make educational decisions for the foster youth, and provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, the district is required to consult with a foster youth who is granted an exemption from district-established graduation requirements and the person holding the right to make educational decisions for the foster youth, as described below.

When a foster youth is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the foster youth and the person holding the right to make educational decisions for the foster youth about the following: (Education Code 51225.1.)

1. Discussion of how any requirements that are waived will may affect the foster youth's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution
2. Discussion and shall provide information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges- (Education Code 51225.1)

Consideration of the foster youth's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and shall not grant any request 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)

CSBA NOTE: Education Code 51225.1 prohibits the district from requiring a foster youth who is eligible for an exemption from district-established graduation requirements from accepting the exemption or being denied enrollment, as described below.

The Superintendent or designee shall not require a foster youth who is eligible for an exemption from district-established graduation requirements, and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the foster youth is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from revoking a foster youth's exemption from district-established graduation requirements.

If a foster youth is exempted from local ~~local~~ district-established graduation requirements the exemption shall not be revoked. Additionally, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while still enrolled in school or if 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 the fifth year of high school, the Superintendent or designee shall: (~~Education Code 51225.1~~) (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, the district may not require or request a foster youth who is exempted from district-established graduation requirements and completes statewide coursework requirements before the end of the foster youth's fourth year of high school to graduate early, as described below.

The Superintendent or designee shall not require or request a foster youth who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the foster youth's fourth year of high school. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, if the district determines that a foster youth who is eligible for the exemption from district-established graduation requirements is reasonably able to complete those requirements in time to graduate from high school by the end of the foster youth's fifth year, the district is required to provide the following.

Upon making a finding that a foster youth is reasonably able to complete district-established graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. 1. Inform ~~Inform~~ Consult with the foster youth and the person holding the right to make educational decisions for the foster youth of the option to remain in school for a fifth year to complete the ~~district's~~ district-established graduation requirements and how that will affect the foster youth's ability to gain admission to a postsecondary educational institution
2. Provide ~~2. Provide~~ Consult with and provide information to the foster youth about transfer opportunities available through the California Community Colleges
3. 3. Upon agreement with the foster youth or, if under 18 years of age, the person holding the right to make educational decisions for the foster youth, permit the foster youth to stay in school for a fifth year to complete the ~~district's~~ district-established graduation requirements
4. Consult with the foster youth and the person holding the right to make educational decisions for the foster youth of the option to remain in the foster youth's school of origin

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, until January 1, 2028, when a foster youth who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements, but is reasonably able to complete the statewide coursework requirements within the foster youth's fifth year of

high school, the district is required to exempt the foster youth from the district-established graduation requirements and provide the foster youth with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, consultation with the foster youth and the person holding the right to make educational decisions for the foster youth is required, as provided below.

When a foster youth who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements within the foster youth's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the foster youth shall be exempted from all district-established graduation requirements and provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the foster youth and the person holding the right to make educational decisions for the foster youth, regarding the following: (Education Code 51225.1)

1. The foster youth's option to remain in school for a fifth year to complete statewide coursework requirements
2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the foster youth's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education
3. Other options available to the foster youth, including but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges
4. The foster youth's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework 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. Pursuant to Education Code 48853.5 requires, the California Department of Education (CDE), in consultation with the California Foster Youth Education Task Force, to develop ~~developed~~ a standardized notice of the educational rights of foster youth and to post that notice, available on its CDE's 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 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 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 foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
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 requirements
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 and 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	Description
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.	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	CSBA District and County Office of Education Legal Services
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(1)	Uniform Complaint Procedures
1312.3-E(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
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4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
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5113.1	Chronic Absence And Truancy
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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	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian 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
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6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit

6146.3	Reciprocity Of Academic Credit
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6172	Gifted And Talented Student Program
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6173	Education For Homeless Children
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Policy 6177: Summer Learning Programs

Status: ADOPTED

Original Adopted Date: 04/01/2013 | Last Revised Date: ~~123~~/01/2015~~2023~~ | Last Reviewed Date: ~~123~~/01/2015~~2023~~

CSBA NOTE: Education Code 46120, as amended by AB 181 (Ch. 52, Statutes of 2022) and AB 185 (Ch. 571, Statutes of 2022), provides for the Expanded Learning Opportunities (ELO) Program, which includes expanded learning opportunities beyond the regular school day, including summer, vacation, and/or intersessional programs for students in grades transitional kindergarten (TK)-6.

Pursuant to Education Code 46120, on non-school days, intersessional programs of specified lengths of time must include in-person before or after school programs as described in BP/AR 5148.2 – Before/After School Programs.

A district may not opt out of an ELO program; however, student participation in an ELO program is optional. For additional requirements about ELO programs see BP/AR 5148.2 – Before/After School Programs.

The following optional policy may be revised to reflect district practice.

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills ~~and~~, make academic progress, and develop social, emotional, and physical needs and interests through hands-on engaging learning experiences.

CSBA NOTE: Education Code 52060-52077, as added by AB 97 (Ch. 47, Statutes of 2013), require districts to develop a local control and accountability plan (LCAP) which includes goals aligned with state and local priorities, specific actions aligned to meet those goals, and a budget aligned to fund those specific actions; see BP/AR 0460 - Local Control and Accountability Plan. The purposes and content of the district's summer programs should be aligned with the priorities and goals as outlined in the LCAP and other applicable district and school plans.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

Summer School

CSBA NOTE: Summer school programs may be funded through a variety of sources that include, but are not limited to, Title I funding (20 USC 6311-6322), After School Education and Safety Program supplemental funds (Education Code 8482-8484.6), ~~and~~ 21st Century Community

Learning Center supplemental funds (Education Code 8484.7-8484.9; 20 USC 7171-7176), and ELO programs (Education Code 46120); see BP/AR 5148.2 – Before/After School Programs.

Pursuant to Education Code 46120, as amended by AB 181 and AB 185, ELO programs must include at least nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, inclusive of extended school year days provided pursuant Education Code 56345.

In addition, Education Code 54444.3 requires agencies receiving Title I Migrant Education funding to conduct summer school for eligible migrant students in grades K-12; see BP/AR 6175 - Migrant Education Program.

Option 1 is for districts that are not required to offer summer school. Option 2 is for districts that are required to offer ELO programs on at least 30 non-school days pursuant to Education Code 46120.

The Superintendent or designee, with Board approval, may establish summer school day and/or evening classes.

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

CSBA NOTE: The following optional list establishes enrollment priorities for the provision of summer school instruction and may be revised to reflect district practice. Item #1 should be deleted by districts that do not maintain high schools.

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

1. Need course credits in order to graduate from high school before the beginning of the next school year
2. Have been retained or are at risk of being retained at their grade level
- ~~3.~~ 3. Demonstrate academic deficiencies in core curriculum areas

CSBA NOTE: Optional ~~item~~Item #4 establishes priority for summer school enrollment to at-risk student groups identified in the district's LCAP. Pursuant to Education Code 52060, the LCAP must include annual goals to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, as amended by AB 104 (Ch. 13, Statutes of 2015), numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students experiencing homelessness if there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students experiencing homelessness) in the school or district. For schools or districts with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction with approval by the State Board of Education.

3.4. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program

CSBA NOTE: For the 2022-23 school year, districts receiving ELO funds are required to offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students.

Commencing with the 2023-24 school year, districts with a prior fiscal year local control funding formula (LCFF) unduplicated pupil percentage (UPP) of at least 75 percent are required to offer access to ELO programs to all classroom-based students in grades TK-6 inclusive, and to ensure that access is provided to any student whose parent/guardian requests placement in an ELO program. Districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs to all unduplicated students in grades TK-6, inclusive, and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO program.

5. Are in grades transitional kindergarten (TK)-6 and are required to be offered or provided access to Expanded Learning Opportunities Programs pursuant to Education Code 46120 and BP/AR 5184.2 – Before/After School Programs

CSBA NOTE: Option 1 below is for districts that permit remaining students to enroll in summer school on a first-come first-served basis. Option 2 is for districts that utilize a lottery to select remaining students to enroll in summer school.

The remaining openings shall be offered to other district students on a first-come first-served basis.

CSBA NOTE: The following optional paragraph should be modified to reflect district practice.

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

CSBA NOTE: State funding is not available for transportation to summer school. To accommodate students and parents/guardians who need to provide their own transportation, some districts rotate the sites at which summer sessions are offered, as provided in the following optional paragraph.

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

CSBA NOTE: The following optional paragraph should be revised to reflect indicators for program evaluation that have been agreed upon by the Board and Superintendent, as well as a timeline for reports to the Board.

The Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population. In addition, ~~he/she~~ the Superintendent or designee may report on the extent to which students successfully achieved the outcomes established for the program.

Additional Summer Learning Opportunities

CSBA NOTE: The following optional section may be revised to reflect district practice and may be adapted for use during intercessions other than summer break. For further information about summer learning opportunities, see [BP/AR 5148.2 – Before/After School Programs and](#) CSBA's Summer Learning and Wellness Resource Guide.

Districts are prohibited from charging a fee for summer school programs. However, it is permissible for third parties that offer a summer school program to charge a fee for such program. CDE's, "Fiscal Management Advisory 22-01, Summer School, Third Parties, and Tuition Fees," provides that if a third party that is affiliated with a district charges tuition for a summer program, the district should make an individualized inquiry as to the relationship between the district and the third party to determine whether the educational activities are being offered by the district. In making this determination, districts may consider factors listed in Fiscal Management Advisory 22-01. Districts with questions as to whether a fee may be charged for summer school should consult CSBA's District and County Office of Education Legal Services or district legal counsel. See also BP/AR 3260 – Fees and Charges.

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning.

Strategies to support summer learning may include, but are not limited to:

1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations
2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity
3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training opportunities that include an academic component
4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals
5. Assigning summer vacation homework in core curricular subject(s) for extra credit
6. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subject
7. Arranging opportunities for community service

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 11470-11472	Summer school
5 CCR 3043	Extended school year; special education students
Ed. Code 37252-37254.1	Supplemental instruction
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41505-41508	Pupil Retention Block Grant
Ed. Code 41976.5	Summer school programs; substantially disabled persons or graduating high school seniors
Ed. Code 42238.01-42238.07	Local control funding formula
<u>Ed. Code 46120</u>	<u>Expanded Learning Opportunities</u>
Ed. Code 48070-48070.5	Promotion and retention
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12

Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors Elementary school special day and evening classes; summer school
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 54444.3	Summer program for migrant students
Ed. Code 56345	Individualized education program contents
Ed. Code 58700-58702	Credit towards summer school apportionments for tutoring and homework assistance
Ed. Code 58806	Summer school apportionments
Ed. Code 8482-8484.6	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Federal	Description
20 USC 6311-6322	Improving basic programs for disadvantaged students
20 USC 7171-7176	21st Century Community Learning Centers
Management Resources	Description
CSBA Publication	School's Out, Now What? How Summer Programs Are Improving Student Learning and Wellness, Policy Brief, April 2013
CSBA Publication	Summer Learning and Wellness Resource Guide
California Department of Education Publication	Summer School, Third Parties, and Tuition Fees, Fiscal Management Advisory 22-01, September 2022
National Summer Learning Association Publication	New Vision for Summer School, 2010
National Summer Learning Association Publication	Healthy Summers for Kids: Turning Risk into Opportunity, May 2012
Rand Corporation Publication	Making Summer Count: How Summer Programs Can Boost Children's Learning, 2011
Website	CSBA District and County Office of Education Legal Services
Website	National Summer Learning Association
Website	RAND Corporation
Website	Summer Matters
Website	Partnership for Children and Youth
Website	California Department of Education

Cross References

Code	Description
0200	Goals For The School District
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
5030	Student Wellness
5113	Absences And Excuses
5113	Absences And Excuses
5113.2	Work Permits
5113.2	Work Permits
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5141.6	School Health Services
5141.6	School Health Services
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement

6020	Parent Involvement
6111	School Calendar
6142.4	Service Learning/Community Service Classes
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
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
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6179	Supplemental Instruction

Regulation 6184: Continuation Education

Status: ADOPTED

Original Adopted Date: 06/01/1989 | Last Revised Date: 0403/01/20142023 | Last Reviewed Date: 0403/01/20142023

Program Components

The district's continuation education program shall include the following components:

1. 1. Curriculum that prepares students to meet the course requirements for graduation prescribed in Education Code 51224-51225.3 (5 CCR 11004)
2. 2. A plan to coordinate instruction and training in the continuation education program with students' parents/guardians the student's home, employment, and other agencies (5 CCR 11003)
3. 3. Instruction based on individual student needs as determined by counseling and coordination services (5 CCR 11002)
4. 4. Personal guidance in matters affecting students' personal, social, and educational adjustment (5 CCR 11001)
5. 5. Occupational guidance to prepare students for future employment opportunities (5 CCR 11001)
6. 6. Placement in suitable employment whenever students can benefit from such employment, and follow-up visitations at places of employment to determine the effectiveness of the guidance and placement services (5 CCR 11001)
7. 7. Regular home contacts and parent conferences when students are not succeeding in the continuation program (5 CCR 11001)
8. 8. Regular contacts with students enrolled for only four hours per week and all students suspended from continuation education, with the intent of eventually returning them to the full-time continuation education program (5 CCR 11001)

Involuntary Transfer

CSBA NOTE: Districts that assign students to continuation schools are mandated by Education Code 48432.5 to adopt rules and regulations governing procedures for involuntary transfer. Pursuant to Education Code 48432.5, districts may only involuntarily transfer students who meet one of the conditions specified in ~~items~~ Items #1-2 below and may not establish additional criteria for involuntary transfers. However, districts are not required to involuntarily transfer such students, and may delete ~~item~~ Item #1 or 2 below to reflect district practice.

A decision to transfer a student involuntarily into continuation education classes shall be based on a finding that the student ~~meets either of the following conditions:~~ (Education Code 48432.5)

1. ~~The student committed~~ 1. Committed an act enumerated in Education Code 48900.
2. ~~The student has~~ 2. Has been habitually truant or irregular in attendance from instruction ~~he/she~~ the student is lawfully required to attend.

CSBA NOTE: Education Code 48432.5 requires that involuntary transfer to a continuation school be made only when other means fail to bring about student improvement, as provided below. In *Nathan G. v. Clovis Unified School District*, the court of appeals ~~court~~ upheld the district's decision to transfer a high school student to continuation school for an act enumerated in Education Code 48900, rejecting the student's argument that the district was first required to exhaust all other means of correction to bring about student improvement and concluding that an involuntary transfer to continuation school does not substantially affect a student's fundamental right to an education.

Involuntary transfer to a continuation school shall be made only when other means fail to bring about student improvement. However, a student may be involuntarily transferred the first time ~~he/she commits~~ an act enumerated in Education Code 48900 is committed if the principal determines that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48432.5)

CSBA NOTE: Education Code 48432.5, as amended by AB 740 (Ch. 400, Statutes of 2022), mandates that the district's rules and regulations pertaining to involuntary transfer of students to continuation schools ~~contain the following provision regarding notice to the student and parent/guardian.~~ provide written notice to the student and the student's parent/guardian, or, if the

student is a foster youth, to the foster youth's educational rights holder, attorney, and social worker, or, if the student is an Indian child, the Indian child's tribal social worker, and if applicable, county social worker, of the opportunity to request a meeting with the Superintendent or designee, as provided below.

Prior to an involuntary transfer, the student and the student's parent/guardian, or a foster youth's educational rights holder, attorney and social worker, or an Indian child's tribal social worker, and if applicable, county social worker, shall be given written notice that ~~they may request~~ a meeting may be requested with the Superintendent or designee. (Education Code 48432.5)

CSBA NOTE: Pursuant to Education Code 48432.5, as amended by AB 740, a foster youth's educational right's holder, attorney, and county social worker, and an Indian child's tribal social worker, and, if applicable, a county social worker, have the same rights as a parent at the meeting with the Superintendent or designee.

At the meeting, the student ~~or~~ and the student's parent/guardian, or, if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker, or, if applicable, county social worker, shall be informed of the specific facts and reasons for the proposed transfer: ~~The student or parent/guardian shall,~~ and have the opportunity to inspect all documents relied upon, question any evidence and witnesses presented, and present evidence on the student's behalf. The student may designate one or more representatives and witnesses to be present with ~~him/her~~ the student at the meeting. (Education Code 48432.5)

A written decision to transfer, stating the facts and reasons for the decision, shall be sent to the student and ~~parent/guardian.~~ the student's parent/guardian or, if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker, or, if applicable, county social worker. It shall indicate whether the decision is subject to periodic review and the procedure for such review. (Education Code 48432.5)

The persons making the final decision for involuntary transfer shall not be members of the staff of the school in which the student is enrolled at the time. (Education Code 48432.5)

CSBA NOTE: Pursuant to Education Code 48432.5, involuntary transfers cannot extend beyond the end of the semester following the semester in which the acts leading to the transfer occurred, unless the district adopts a procedure for conducting yearly review at the ~~student's or~~ request of the student, the student's parent/guardian's request-guardian, or, if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker, or, if applicable, county social worker. The following paragraph may be revised to reflect district practice.

No involuntary transfer to a continuation school shall extend beyond the end of the semester following the semester when the acts leading to the involuntary transfer occurred. (Education Code 48432.5)

Voluntary Enrollment

CSBA NOTE: The following section is for use by districts that allow students to voluntarily enroll in continuation education classes; see the accompanying Board policy- [for more information regarding voluntary enrollment](#). Pursuant to Education Code 48432.3, as added by AB 570 (Ch. 365, Statutes of 2013), such districts are mandated to adopt policy and procedures [containing specified provisions and](#) governing the identification, placement, and intake procedures for

students who voluntarily enroll. The ~~district should revise~~ the following section should be revised to reflect district practice.

As space permits, students who meet the eligibility criteria specified in Board policy may voluntarily enroll in a continuation school. A student may be considered for placement in the continuation school whenever ~~his/her~~ the student's parent/guardian submits a written request to the Superintendent or designee or the student is referred by a counselor or school administrator.

Approval of a student's voluntary transfer shall be based on a finding that the placement will promote the educational interests of the student. (Education Code 48432.3)

CSBA NOTE: Education Code 48432.3, as added by AB 570 (Ch. 365, Statutes of 2013), mandates that the district's procedures ensure all of the conditions specified in ~~items~~ Items #1-6 and 4-7, below.

Voluntary enrollment shall be subject to the following conditions: (Education Code 48432.3, 48432.5)

1. 1. A student's voluntary placement in continuation education shall not be used as an alternative to expulsion unless alternative means of correction have been attempted pursuant to Education Code 48900.5.

2. 2. The district shall strive to ensure that no specific group of students, including a group based on race, ethnicity, language status, or special needs, is disproportionately enrolled in continuation education within the district.

CSBA NOTE: The following optional paragraph implements the above requirement and may be revised to reflect district practice.

3. A copy of this administrative regulation and accompanying Board policy shall be provided to a student whose voluntary transfer to a continuation school is under consideration and to ~~his/her~~ the student's parent/guardian.

4. 4. Before a student is transferred and upon request by ~~his/her~~ the student's parent/guardian, the parent/guardian may meet with a counselor, principal, or administrator from ~~both the school that the student is currently attending and the~~ continuation school to determine if transferring is the best option for the student.

5. _____
5. To the extent possible, voluntary transfer to a continuation school shall occur within the first four weeks of each semester.

6. _____

6. The transfer is voluntary, and the student has a right to return to the student's previous school.

7. 7. A student who is voluntarily enrolled in continuation education may return to the regular high school at the beginning of the following school year, or at any other time with the consent of the Superintendent or designee.

Intake and Orientation

CSBA NOTE: Pursuant to Education Code 48432.3, as added by AB 570 (Ch. 365, Statutes of 2013), districts that allow students to voluntarily enroll in continuation education are mandated to adopt intake procedures for such students. The following section addresses intake and orientation for all students enrolled in continuation education and may be revised to reflect district practice.

Upon voluntary or involuntary transfer to a continuation education program, an intake meeting shall be conducted with each student and ~~his/her~~ the student's parent/guardian. At this meeting, the principal or counselor shall provide information about each course and the number of credits that the student needs to complete in order to graduate and shall develop an individualized academic plan for the student. The student, and ~~his/her~~ the student's parent/guardian as appropriate, shall sign a contract indicating their commitment to these objectives.

In addition, at the beginning of each school year, the district coordinator for continuation education, school counselor(s), or other designee(s) shall provide an orientation session for all incoming students and their parents/guardians in order to ~~help them understand~~ explain the credit recovery process and establish expectations for student conduct and participation. As appropriate, extended orientation sessions may be provided to assist students in developing academic, social, communication, anger management, or other skills necessary to success in school.

Minimum Attendance Requirement

CSBA NOTE: Pursuant to Education Code 46170, the minimum school day for continuation high schools and classes is 180 minutes and no student will be credited with more than 15 hours of attendance per school week for apportionment purposes. However, the California Department of Education's web site reports that many continuation high schools provide full-day programs that exceed the minimum daily requirement. The following section may be revised to reflect district practice.

In continuation high schools and classes, a day of attendance shall be at least 180 minutes. (Education Code 46170)

Each student shall attend classes for not less than 15 hours per week. However, if a student gives satisfactory proof of regular employment, ~~he/she~~ the student may attend classes for not less than four hours per week for the regular school term. These requirements may be met by any combination of attendance in a continuation education class and/or regional occupational center or program. (Education Code 46170, 48402, 48400)

Leaves of Absence

CSBA NOTE: Pursuant to Education Code 48416, students age 16-18 years may take leaves of absence in accordance with law provided that the Board has adopted policy allowing such leaves of absence; see BP/AR 5112.3 - Student Leave of Absence. The following optional section is for use by districts that allow such leaves of absence for students in compulsory continuation education classes.

A student enrolled in compulsory continuation education classes may take a leave of absence for up to two semesters for the purpose of supervised travel, study, training, or work in accordance with law, Board policy, and administrative regulation. (Education Code 48416)

Reenrollment

Any person age 16 or 17 years who terminated his/her enrollment in continuation school after obtaining a certificate of proficiency may reenroll in the district once without prejudice. If the student leaves a second time, the Superintendent or designee may deny reenrollment until the beginning of the next semester. (Education Code 48414)

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Policy Reference Disclaimer:

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State	Description
5 CCR 11000-11010	Continuation education
Ed. Code 46170	Continuation schools; minimum day
Ed. Code 48400	Weekly minimum attendance requirement
Ed. Code 48400-48454	Compulsory continuation education
Ed. Code 48402	Enrollment in continuation education; minors not regularly employed
Ed. Code 48410-48416	Compulsory continuation education; exempt students
Ed. Code 48430-48438	Continuation classes
Ed. Code 48450-48454	Violation Violations
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.5	Suspension, limitation on imposition; exception
Ed. Code 48903	Limitations on days of suspension
Ed. Code 51224-51225.3 51220-51230	Courses of study; graduation requirements
Fam. Code 7000-7002	Emancipation of minors law
Fam. Code 7050	Purposes for which emancipated minor considered an adult
Management Resources	Description
Court Decision	Nathan G. v. Clovis Unified School District (2014) 224 Cal.App.5th (No. F065485) 1393
John W. Gardner Center Publication	Raising the Bar, Building Capacity: Driving Improvement in California's Continuation High Schools, May 2012

John W. Gardner Center Publication	Intake Processes at Continuation High Schools: Shaping School Climate Through Selection and Enrollment Strategies, February 2011
Website	CSBA District and County Office of Education Legal Services
Website	John W. Gardner Center for Youth and Their Communities, Stanford School of Education
Website	California Continuation Education Association
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
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
1240	Volunteer Assistance
1240	Volunteer Assistance
1400	Relations Between Other Governmental Agencies And The Schools
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
4131	Staff Development
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.3	Student Leave Of Absence
5112.3	Student Leave Of Absence
5113	Absences And Excuses

5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.2	Work Permits
5113.2	Work Permits
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5126	Awards For Achievement
5126	Awards For Achievement
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
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
6152	Class Assignment
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
<u>6173.1</u>	<u>Education for Foster Youth</u>

6176	Weekend/Saturday Classes
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6179	Supplemental Instruction
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6185	Community Day School
6185	Community Day School
6190	Evaluation Of The Instructional Program
6200	Adult Education
6200	Adult Education

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 07/01/2010 | Last Revised Date: 05/03/01/2016/2023 | Last Reviewed Date: 05/03/01/2016/2023

CSBA NOTE: The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87505), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract." Even when a conflict does not exist pursuant to those statutes, a violation might still occur under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

Because the law and definitions are quite complex, it is strongly recommended that districts consult with [CSBA's District and County Office of Education Legal Services or district legal counsel](#), and staff from the Fair Political Practices Commission (FPPC), as soon as a potential conflict is presented.

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by [his/her/the Board member's, district employee's, or other designated persons](#) financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect [his/her/the Board member's](#) relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which [his/her/the Board member's](#) relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

CSBA NOTE: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

CSBA NOTE: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected

by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.

Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution that includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

CSBA NOTE: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100-87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected ~~Board member~~district official must disclose the interest and ~~disqualify himself/herself from participating~~not participate in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.

A district official, including a Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use ~~his/her~~an official position to influence a governmental decision in which ~~he/she~~the district official knows or has reason to know that ~~he/she has~~there is a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the ~~Board member, designated employee, or other person in a designated position,~~ district official, the district official's immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A ~~Board member, designated employee, or other person in a designated position~~district official makes a governmental decision when ~~he/she, acting,~~ within the authority of ~~his/her~~the office or position, the district official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before ~~a~~another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

CSBA NOTE: 2 CCR 18705 permits a Board member who is financially interested in a contract to participate in making a decision on the contract if (1) ~~he/she~~the Board member discloses the existence of the conflict and describes with particularity the nature of ~~his/her~~economicthe financial interest in the contract; (2) gives a summary description of the circumstances under which ~~he/she~~the Board member believes the conflict may arise; and (3) either ~~he/she~~the Board member, another Board member, or a district employee discloses the legal basis for concluding that no alternative source of decision exists for the district. In general, this rule will permit a district to acquire an essential supply or service. CSBA strongly recommends that CSBA's District and County Office of Education Legal Services or district legal counsel be consulted when situations arise involving the rule of necessity, as strict compliance is required.

However, a ~~Board member~~district official shall participate in the making of a contract in which ~~he/she~~the district official has a financial interest if ~~his/her~~such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

CSBA NOTE: Pursuant to Government Code 84308, as amended by SB 1439 (Ch. 848, Statutes of 2022), elected district officers, such as Board members, and "agency heads", which likely include Superintendents, are prohibited from participating in decisions involving parties who have

provided campaign contributions of more than \$250 in the prior 12 months to the officer's campaign committee. Such officers are also prohibited from accepting, soliciting, or directing campaign contributions of more than \$250 from a party or participant who has a financial interest in a Board decision, to any campaign committee while the decision is pending and for 12 months after the decision is made. These provisions do not apply to labor contracts, competitively bid contracts, and personal employment contracts.

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.
2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.
3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.
4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

CSBA NOTE: The following optional section is for use only by districts in which the Board and/or designated employees are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. It should be deleted by all other districts. See the accompanying exhibit for further information.

According to the FPPC, officials who manage public investments are boards or designated employees who manage the investment of district surplus or special reserve funds in permitted

securities and investments pursuant to Education Code 41015. Those boards that direct the investment of these funds, formulate or approve policies for the investment of these funds, even if they delegate day-to-day investment decisions to staff, or approve investment transactions involving these funds are considered officials who manage public investments.

The Board does not manage public investments when the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives (1) in the county treasury pursuant to Education Code 41001-41002.5 or (2) in a fund where a Tax and Revenue Anticipation Note (TRANS) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not officials who manage public investments.

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. 1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. ~~Recuse himself/herself from discussing and voting~~ 2. Not discuss or vote on the matter, or otherwise ~~acting~~ act in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. ~~He/she~~ The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3. 3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member ~~must recuse himself/herself~~ shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on ~~that matter, but~~ the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. 4. If the Board's decision is made during closed session, disclose ~~his/her~~ the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that ~~his/her~~ the recusal is because of a conflict of interest pursuant to Government Code 87100. ~~He/she~~ The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

CSBA NOTE: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract. Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. California appellate courts have ruled in *McGee v. Balfour Beatty Construction LLC* and *Davis v. Fresno Unified School District* that Government Code 1090 applies to consultants, including corporate consultants, who fill the roles and positions of officers, employees, and agents of the district. However, the Attorney General has opined in 63 Ops.Cal.Atty.Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes, court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and [CSBA's District and County Office of Education Legal Services or district](#) legal counsel should be consulted as appropriate.

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

CSBA NOTE: The district may enter into a contract when a Board ~~member's~~member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a contract with the Board ~~member's~~member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.

Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

A Board member shall not be considered to be financially interested in a contract in which ~~he/she~~ has there is only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board

member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

CSBA NOTE: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior to the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops.Cal.Atty.Gen. 320 (1997))

Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (*Thorpe v. Long Beach Community College District*, 69 Ops.Cal.Atty.Gen. 255 (1986))

Because this area of law is complex, it is strongly recommended that [CSBA's District and County Office of Education Legal Services](#) or district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

In addition, a Board member shall not be considered to be financially interested in a contract in which ~~his/her~~^{the} interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for ~~his/her~~ actual and necessary expenses incurred in the performance of ~~his/her~~ official duties, in the employment of ~~his/her~~^a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

CSBA NOTE: Even when there is not a conflict pursuant to the PRA (Government Code 87100-87505) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

Districts are encouraged to consult [CSBA's District and County Office of Education Legal Services](#) or legal counsel if situations arise that raise the question as to whether such a conflict exists.

A Board member shall abstain from any official action in which ~~his/her~~[the Board member's](#) private or personal interest may conflict with ~~his/her~~ official duties.

Incompatible Offices and Activities

CSBA NOTE: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 mandates the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district ([105 Ops.Cal.Atty.Gen. 69 \(2022\)](#), 85 Ops.Cal.Atty.Gen. 60 (2002); 68 Ops.Cal.Atty.Gen. 171 (1985); 65 Ops.Cal.Atty.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then ~~his/her~~[the Board member's](#) position in the prior office is automatically terminated.

Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless ~~he/she~~[the Board member](#) resigns as an employee. If the employee does not resign, the employment automatically terminates when ~~he/she~~ is sworn into office. See BB 9220 - Governing Board Elections.

The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that [CSBA's District and County Office of Education Legal Services](#) or district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board ~~member's~~[member's](#) duties as an officer of the district. (Government Code 1099, 1126)

Gifts

CSBA NOTE: Pursuant to 2 CCR 18730, the gift limitation is currently ~~\$460~~[\\$590](#). This amount is adjusted in odd-numbered years by the FPPC. Pursuant to Government Code 89503, Board members and candidates are subject to gift limitation for gifts from all sources except when exempted by law or regulation. For those Board members who file a Form 700 based on the disclosure categories specified in the ~~district's~~[district's](#) conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable as to those individuals and entities that are disclosed on the Form 700.

Several exceptions exist within the Government ~~Code's~~[Code's](#) definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034. If questions arise as to such exceptions, the district may seek clarification from the FPPC through

email to advice@fppc.ca.gov or consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

CSBA NOTE: Board members and designated employees may, in the circumstances described in Government Code 89506, receive payments, advances, or reimbursements for travel and related lodging and subsistence, which will not be subject to the gift limit set in Government Code 89503.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in ~~items~~Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. 1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches

2. 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

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
2 CCR 18110-18997	Regulations of the Fair Political Practices Commission
2 CCR 18700-18760	Conflicts of Interest
2 CCR 18722-18740	Disclosure of interests
2 CCR 18753-18756	Conflict of interest codes
<u>2 CCR 18438.1-18438.8</u>	<u>Campaign contribution-based conflicts of interest</u>
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
<u>Gov. Code 52334-53235.2</u>	<u>Ethics training</u>
Gov. Code 1125-1129	Incompatible activities
Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition; designated employee
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property

Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	Conflict of interest code
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Public Contract Code 6102	Awarding of contracts
Pen. Code 85-88	Bribes
Rev. & Tax Code 203	Taxable and exempt property -; colleges
Management Resources	Description
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 868 (1980)
Attorney General Opinion	65 Ops.Cal.Atty.Gen. 606 (1982)
Attorney General Opinion	68 Ops.Cal.Atty.Gen. 171 (1985)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 255 (1986)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 320 (1997)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 327 (1998)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 83 (1999)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 60 (2002)
Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138 (2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 19 (2009)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 26 (2009)
Attorney General Opinion	105 Ops.Cal.Atty.Gen.69 (2022)
Court Decision	Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Court Decision	Klistoff v. Superior Court; (2007) 157 Cal.App.4th 469
Court Decision	Kunec v. Brea Redevelopment Agency; (1997) 55 Cal.App.4th 511

Court Decision	McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Court Decision	Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
CSBA Publication	Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
Fair Political Practices Commission Publication	Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
Institute For Local Government Publication	Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Institute for Local Government Publication	Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	CSBA

Cross References

Code	Description
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3430	Investing
3430	Investing
3470	Debt Issuance And Management
3600	Consultants
4112.8	Employment Of Relatives
4117.2	Resignation

4136	Nonschool Employment
4212.8	Employment Of Relatives
4217.2	Resignation
4236	Nonschool Employment
4312.8	Employment Of Relatives
4317.2	Resignation
4336	Nonschool Employment
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9140	Board Representatives
9200	Limits Of Board Member Authority
9220	Governing Board Elections
9222	Resignation
9230	Orientation
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9323	Meeting Conduct

Bylaw 9320: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: ~~123~~/01/2021-2023 | Last Reviewed Date: ~~123~~/01/2021-2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

CSBA NOTE: The Brown Act prohibits serial meetings, defined under Government Code 54952.2 as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business.

This prohibition against serial meetings also applies to communications via technology. Email exchanges, ~~text~~/chat room threads, or comments posted on a blog or social media account that result in a majority of the Governing Board "discussing among themselves" an item within the subject matter jurisdiction of the Board could result in a Brown Act violation. Pursuant to Government Code 54952.2, as amended by AB 992 (Ch. 89, Statutes of 2020), Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. Consequently, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board. See BB 9012 - Board Member Electronic Communications.

In 84 Ops.Cal.Atty.Gen. 30 (2001), the Attorney General opined that Government Code 54952.2 prohibits a majority of the Board from sending emails to each other to develop a collective concurrence as to action to be taken by the Board even if the emails are (1) sent to the secretary and chairperson, (2) posted on the district's web site, and (3) distributed (in a printed version) at the next meeting. Although the Attorney General recognized that those three conditions would allow the deliberations to be conducted, to some extent, "in public," the emails were prohibited by the Brown Act because all debate would be completed before the meeting and members of the public who did not have Internet access would be excluded from the debate.

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic

communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

CSBA NOTE: Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member.

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

CSBA NOTE: Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (ADA) (42 USC 12132) and implementing regulations (28 CFR 35.160, 36.303). Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services. Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials.

Government Code 54953, as amended by AB 2449 (Ch. 285, Statutes of 2022), requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the ADA, and to resolve any doubt in favor of accessibility.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Regular Meetings

CSBA NOTE: Education Code 35140 and Government Code 54954 mandate the Board to fix the time and place for its regular meetings by rule and regulation.

The Board shall hold at least one regular meeting each month, with the exception of July. Regular meetings shall be held at 5:30p.m. on the second Tuesday of each month unless noted otherwise on the Board Approved meeting schedule and held at various sites throughout the District.

CSBA NOTE: Pursuant to Government Code 54954.2, the agenda for a regular meeting must be posted at least 72 hours prior to the meeting, at a location that is freely accessible to the public. Government Code 54954.2 also requires that the agenda be posted on the district's web site, if it has one. Any district that does not have a web site should delete the reference to it in the following paragraph.

The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time during the 72 hours immediately preceding the meeting. For example, if a building where the agenda is posted is closed during the evening hours, the agenda must also be posted in a location accessible during evening hours, such as a lighted display case outside of the building. The Attorney General also opined in 88 Ops.Cal.Atty.Gen. 218 (2005) that the agenda may be posted on a touch screen electronic kiosk, in lieu of a paper copy on a bulletin board, as long as the kiosk is accessible without charge to the public 24 hours a day, seven days a week.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda must list ~~any~~the address where the public can inspect agenda materials that are distributed to Board members less than 72 hours before a regular meeting; Pursuant to Government Code 54957.5, as amended by AB 2647 (Ch. 971, Statutes of 2022), when agenda materials are distributed to all or a majority of the Board less than 72 hours before a regular meeting and outside of regular business hours, the materials may be posted on the district's web site in satisfaction of the Brown Act if specified requirements are met. Districts with questions regarding this exception are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel. Also see BB 9322 - Agenda/Meeting Materials.

In addition, pursuant to the California Public Records Act (Government Code ~~6252-6270~~7920.000 - 7930.170), agenda materials related to an open session of a Board's regular meeting are "public records" and are subject to the inspection of any member of the public. For a list of documents subject to disclosure by the district, see BP/AR 1340 - Access to District Records.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

CSBA NOTE: Education Code 35144 and Government Code 54956 allow the Board to hold special meetings to address any matter that requires timely action. For example, the Board may hold a special meeting to discuss the need for an emergency state apportionment when the district is in financial distress; see BP 3460 - Financial Reports and Accountability. However, pursuant to Government Code 54956, certain specified matters, as described below, may not be addressed in a special meeting.

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

CSBA NOTE: Pursuant to Government Code 54956, written notice of a special meeting may be delivered personally or by other means, including email or fax. Government Code 54956 requires any district that has its own web site to also post the notice on its web site. Any district that does not have its own web site should delete reference to it in the following paragraph.

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

CSBA NOTE: Government Code 54956.5 authorizes a closed session during emergency meetings, as long as two-thirds of the members present at the meeting agree on the need for the closed session or, if less than two-thirds of the members are present, by unanimous vote of the members present. See BB 9321 - Closed Session and E(1) 9323.2 - Actions by the Board.

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. 1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. 2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification ~~must~~shall be exhausted. If telephone services are not functioning,

the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Pursuant to Government Code 54954.2, the Board must still comply with the public notice requirements when holding a study session, retreat, public forum or other such meeting.

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. 1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. 2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. 3. An open and noticed meeting of another body of the district
4. 4. An open and noticed meeting of a legislative body of another local agency
5. 5. A purely social or ceremonial occasion
6. 6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. 1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. 2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. 3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. 4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. 5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over

which the state or federal officials have jurisdiction

6. 6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. 7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. 8. Attend conferences on nonadversarial collective bargaining techniques
9. 9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. 10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in ~~items~~Items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Traditional Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or

“Teleconferencing During a Proclaimed State of Emergency” below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

Teleconferencing During a Personal Emergency

CSBA NOTE: Government Code 54953, as amended by AB 2449, authorizes a Board member, from January 1, 2023 until January 1, 2026, to attend meetings by teleconference due to emergency circumstances, as described below.

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member’s need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board’s regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member’s relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board’s control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for “Just Cause”

CSBA NOTE: Government Code 54953, as amended by AB 2449, authorizes a Board member, from January 1, 2023 until January 1, 2026, to attend meetings by teleconference for just cause, as described below.

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

CSBA NOTE: In 84 Ops.Cal.Atty.Gen. 181 (2001), the Attorney General opined that a city is not required under the ADA to provide, as an accommodation for city council member with disabilities who was unable to attend a regularly scheduled meeting, a teleconference connection to the member's house where the public would not be permitted to be present. According to the

Attorney General, Government Code 54953 requires that members of the public be permitted to be present at any teleconference location. CSBA NOTE: Pursuant to Government Code 54953, boards are authorized, until January 1, 2024, to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency pursuant to Government Code 8625-8629 when any of the following circumstance exist: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) when it has been determined, as a result of an emergency, that meeting in person would impose such risks.

California's COVID-19 State of Emergency ended on February 28, 2023. However, a Board may continue to conduct Board meetings by teleconference until January 1, 2024 if there is a proclaimed state of emergency (e.g. a natural disaster) and it meets all of the necessary requirements of Government Code 54953.

While a resolution is not required by law to make findings required by Government Code 54953, CSBA offers sample resolutions available on its web site for (1) recognizing a state of emergency and authorizing teleconferenced meetings and (2) recognizing a state of emergency and re-authorizing teleconferenced meetings. CSBA recommends that if resolutions are not utilized, the motion and findings to authorize or reauthorize emergency teleconferenced meetings are included in the meeting minutes.

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location.

Teleconferencing During a Proclaimed State of Emergency

CSBA NOTE: Pursuant to Government Code 54953, as amended by AB 361 (Ch. 165, Statutes of 2021), boards are authorized, until January 1, 2024, to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency pursuant to Government Code 8625-8629 when any of the following circumstance exist: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) when it has been determined, as a result of an emergency, that meeting in person would impose such risks.

While a resolution is not required by law to make findings required by Government Code 54953, as amended by AB 361, CSBA offers sample resolutions available on its web site for (1) recognizing a state of emergency and authorizing teleconferenced meetings and (2) recognizing a state of emergency and re-authorizing teleconferenced meetings. CSBA recommends that if resolutions are not utilized, the motion and findings to authorize or reauthorize emergency teleconferenced meetings are included in the meeting minutes.

The Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district

boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. 1. State or local officials have imposed or recommended measures to promote social distancing
2. 2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. 3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. 1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. 2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. 3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
4. 4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
5. 5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
6. 6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or for internet-based service option, or in the event of a disruption within the district's control that prevents members of the public to offer from offering public comments, the Board shall take

no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. 1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
2. 2. State or local officials continue to impose or recommend measures to promote social distancing

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
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent <u>Meetings to be open and public; teleconferencing</u>
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements; board actions

Gov. Code 54956	Special Meetings
Gov. Code 54956.5	Emergency meetings
Gov. Code 6252-6270	California Public Records Act
Gov. Code 7920.000 - 7930.170	California Public Records Act
Gov. Code 8625-8629	California Emergency Services Act
Federal	Description
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability; ¹ public accommodations; ² auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)
Court Decision	Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226
Court Decision	Garnier v. Poway Unified School District, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
Court Decision	Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 533
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Institute for Local Government Publication	The ABCs of Open Government Laws, 2015
League of California Cities Publication	Open and Public V: A Guide to the Ralph M. Brown Act, 2016
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, GAMUT Meetings
Website	Institute for Local Government
Website	League of California Cities
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.43	Charter School Revocation
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1340	Access To District Records
1340	Access To District Records
1431	Waivers
2000	Concepts And Roles
2111	Superintendent Governance Standards
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids

3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4117.14	Postretirement Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4312.1	Contracts
4317.14	Postretirement Employment
6112	School Day
6112	School Day
6117	Year-Round Schedules
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
7310	Naming Of Facility
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9100	Organization
9121	President
9130	Board Committees
9140	Board Representatives
9220	Governing Board Elections
9230	Orientation

9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9310	Board Policies
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9324	Minutes And Recordings
9400	Board Self-Evaluation

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

From: MJ Kiwan Gomez

Item Number: 12

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

SUBJECT:

Request to Approve Bates Elementary's New Mascot the Falcon, and New Colors Red and Gold.

BACKGROUND:

Bates Elementary's new Dual Language Immersion program is looking to expand and promote multiculturalism through biliteracy. In an effort to reach out to more families in and around Courtland, the Sacramento Delta region, students, families, teachers, and community members completed a month long process to identify animals from the region they would like to consider as their new mascot. After taking recommendations from PTA, ELAC, students, former students, teachers, Courtland residents, and community members from several local California Indian tribe's recommendations, the students and community members elected the Falcon, also known as Wek Wek in Miwok, as their next mascot. Additionally, in an effort to further compliment this adoption, gold (yellow) was selected to accompany red as the school colors. The addition of yellow affirms Bates Elementary's strong ties with Delta High School whose colors are black and yellow.

STATUS:

In accordance with River Delta School Board Policy 6965P (Change of Mascot and Colors of an Existing School), please see the attached School Site Council Minutes from the April 24, 2023 meeting that recorded the vote for adoption of the new mascot and colors.

PRESENTER:

MJ Kiwan Gomez, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

NA

RECOMMENDATION:

That the Board approves Bates Elementary's new mascot the Falcon, along with colors: Red and Gold.

Time allocated: 2 minutes

Bates Elementary School Site Council

Bates Elementary School; Room 15

Meeting Minutes from Monday, April 24, 2023 at 3:30 PM

Meeting Norms:

Meeting guidelines/norms were presented. All participants agreed with the guidelines/norms.

Participants:

Ruth Crisantos (arrived after meeting started), Alicia Fernandez, Dr. Michel Kiwan Gomez, Lisa Mitchell, Claudia Navarro, Sherry Vargas Welch

Agenda Items:

Reviewed and Approved March 27, 2023 SSC Meeting Minutes: Lisa Mitchell motioned to approve; Sherry Vargas Welch seconded.

Principal's Update/Review: \$2000 Donation from Rotary Club, New Banners being printed, Discussed Banner locations, Field Trip (Grades 2-6), ELPAC testing halfway completed/Starting SBAC testing week of April 24th.

Falcon Mascot/Red & Gold School Colors were adopted: Sherry Vargas Welch motioned to approve; Lisa Mitchell seconded.

Bylaws to Include Mokelumne High School (with a provisional consideration for River Delta Community Day School (CDS): Alicia Fernandez motioned to approve; Sherry Vargas Welch seconded.

Budget was approved: Ruth Crisantos voted to approve; Lisa Mitchell seconded.

Additional Items:

Proposed Newsletter statement addressing Parking Lot safety protocols/driveway directional signage

Confirmation regarding the Ag Day presentation (If/When Event will take place)

Delta High School Seniors Photo/Bio Display for Hallway

Suggestion for the 2023-2024 School Year: Form Student-Led Yearbook committee at the start of the 2023-2024 school year

Dates for future SSC Meetings:

Next meeting will be scheduled at the beginning of the 2023-2024 School Year

Meeting Closure:

The SSC Meeting adjourned at 4:25 PM.

All SSC Members completed the sign in sheet (see attached).

Dr. Kiwan Gomez motioned to close the meeting; Ruth Crisantos seconded.

By: Valeria Patiño

BATATEES



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

From: Tammy Busch, Asst. Supt. of Business

Item Number: 13

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

SUBJECT:

Request to Approve the Allowance of Attendance and Loss of Instructional Minutes Due to Emergency Conditions on March 22, 2023 for Riverview Middle School and Rio Vista High School.

BACKGROUND:

California Department of Education (CDE) Form J-13A is used to obtain approval of attendance and instructional time credit when one or more schools are closed due to conditions described in Education Sections 41422, 46200, 46391 and 46392. Certification for Independent Study Plan per Ed Code 46393 is also attached. On March 22, 2023, Riverview Middle School and Rio Vista High School were closed due to PG&E power outage with no time of restoration. The District is requesting the one school closure day be disregarded in the computation of required instructional time without applicable penalty; and obtain credit for instructional days and the instructional minutes that would have been regularly offered on those days.

STATUS:

The District prepared Form J-13A Request for Allowance of Attendance Due to Emergency Conditions. After this form is approved by the Board of Trustees it will be sent to Sacramento County Office of Education for their approval and then sent to CDE.

PRESENTER:

Tammy Busch, Asst. Supt. of Business

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves Form J-13A, Request for Allowance of Attendance Due to Emergency Conditions.

Time allocated: 5 minutes

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: River Delta Unified School District		COUNTY CODE: 34	DISTRICT CODE: 67413	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Katherine Wright			FISCAL YEAR: 2022-23	
ADDRESS: 445 Montezuma St			COUNTY NAME: Sacramento	
CITY: Rio Vista		STATE: CA	ZIP CODE: 94571	
CONTACT NAME: Tammy Busch	TITLE: Asst. Supt. of Business	PHONE: 707-374-1715	E-MAIL: tbusch@rdusd.org	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input checked="" type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input checked="" type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
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PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

SCHOOL CLOSURE: When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

SECTION B: SCHOOL CLOSURE

Not Applicable (Proceed to Section C)

PART I: NATURE OF EMERGENCY (Describe in detail.)

Supplemental Page(s) Attached

On March 22, 2023 - PG&E had a power outage in Rio Vista, CA that effected two school sites. The power was off from 8:00 pm on 3/21/23 until 12:12 pm on 3/22/23. The district had to cancel school prior to students arriving and bus routes since PG&E had no time on restoration of power.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/fq/aa/paf/13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
River Middle	6033690	Traditional	180	0	0	March 22, 2023	1	1
Rio Vista High	4835302	Traditional	180	0	0	March 22, 2023	1	1

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
River Delta USD - All Schools	67413	2022-23	January 9 and 10, 2023	Sever storm	Yes
River Delta USD - All Schools	67413	2020-21	January 27 and 28, 2021	Sever Storm	Yes
River Delta USD - All Schools	67413	2018-19	November 16, 2018	Declaration of State of Emergency for Camp Fire	No

SECTION C: MATERIAL DECREASE

Not Applicable (Proceed to Section D)

PART I: NATURE OF EMERGENCY (Describe in detail.)

Supplemental Page(s) Attached

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/f13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/f13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of River Delta Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Jennifer Stone

Dan Mahoney

Marilyn Riley

Rafaela Casillas

Marcial Lamera

Wanda Apel

Randall Jelly

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ Authorizing LEA Name: _____
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ (Name) _____ (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

Certification Form for Independent Study Plan

Local Educational Agency: River Delta Unified School District	CDS Code: 34-67413
Fiscal Year: 2022-23	County: Sacramento

This form shall accompany Form J-13A submittals beginning with fiscal year 2022 23. Instructions on how to complete this form are provided on page 2.

Independent Study Plan Certification

Pursuant to *Education Code (EC)* Section 46393, for Form J-13A submissions due to a school closure and/or material decrease in attendance occurring after September 1, 2021, a school district, county office of education, or charter school that provides a Form J-13A affidavit to the Superintendent, pursuant to *EC* Section 41422 (school closure) or *EC* Section 46392 (material decrease), shall certify that it has a plan for which independent study will be offered to students, pursuant to Article 5.5 (commencing with *EC* Section 51745) of Chapter 5 of Part 28 of Division 4. The independent study plan shall comply with all of the following:

- (1) Independent study is offered to any student impacted by any of the conditions listed in *EC* Section 46392 within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to paragraph (9) of subdivision (a) of *EC* Section 56345 and may participate in an independent study program.
- (2) Require reopening for in-person instruction as soon as possible unless prohibited under the direction of the local or state health officer.
- (3) Notwithstanding subdivision (c) of *EC* Section 51745 or subparagraph (F) of paragraph (9) of subdivision (g) of Section 51747, include information regarding establishing independent study master agreements in a reasonable amount of time.

A copy of the independent study plan, and if applicable, the state or local public health or public safety order that required school closure shall accompany the Form J-13A submitted to the California Department of Education.

I hereby certify that the independent study plan accompanying this Form J-13A submission meets the requirements described above and is true and correct to the best of my knowledge and belief.

School District Superintendent, Charter School Administrator, or County Superintendent (or designee):

Name: Katherine Wright	Title: Superintendent
Wet Signature:	Date:

Certification Form for Independent Study Instructions

The Independent Study Certification and independent study plan is an annual requirement that must be submitted with the local educational agency's (LEA's) first Form J-13A submission in a FY. To the extent that there are no changes to the LEA's certified plan for the FY, all subsequent Form J-13A submissions for the FY do not need to include the certification and certified plan.

How to file:

The Certification Form for Independent Study is available at <https://www.cde.ca.gov/fg/aa/pa/j13aforms.asp>. All sections of the form must be completed. The executed certification form and certified independent study plan must be attached to the entire Form J-13A package and mailed to the California Department of Education.

Signature:

The school district superintendent, charter school administrator, county superintendent, or a designee must sign the form. Only an original wet signature is acceptable for the Certification Form for Independent Study.

Where to file:

Mail the entire Form J-13A package to:

School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

Questions:

Please send questions about the completion and submittal of this form to attendanceaccounting@cde.ca.gov

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 05/12/2015 | **Last Revised Date:** 03/14/2023 | **Last Reviewed Date:** 03/14/2023

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300)

Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392:

1. Independent study is offered to any student impacted by any of the conditions listed in ED section 46392 within ten (10) days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to paragraph (9) of subdivision (a) of EC Section 56345 and may participate in an independent study program.
2. Require reopening for in-person instruction as soon as possible unless prohibited under the direction of the local or state health officer.
3. Notwithstanding subdivision © of EC Section 51745 or subparagraph (F) of paragraph (9) of subdivisions (g) of Section 51747, include information regarding establishing independent study master agreements in a reasonable amount of time.

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span
3. In violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747)

For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under 18 years of age, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to

provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by UC or CSU as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for all students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program as indicated by the student's performance on applicable student-level measures of student achievement and engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in one or more independent study courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208
11. Courses required for high school graduation or for admission to UC or CSU shall not be offered exclusively through independent study

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course
14. A student with disabilities, as defined in Education Code 56026, may participate in course-based independent study if the student's individualized education program specifically provides for that participation
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to Item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student

work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

2022-2023 RIVER DELTA UNIFIED SCHOOL DISTRICT CALENDAR

MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					#
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
JULY					1	(4)	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	0
AUGUST	1	2	3	4	(5)	(8)	(9)	SS 10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			16
SEPTEMBER				1	2	(5)	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21
OCTOBER	3	4	5	6	7	(10)	(11)	12	(13)	(14)	17	18	19	20	21	24	25	26	27	28	31					21
NOVEMBER		1	2	3	4	7	8	9	10	(11)	14	15	16	17	18	21	22	(23)	(24)	(25)	28	29	30			15
DECEMBER				1	2	5	6	7	8	9	12	13	14	(15)	(16)	19	20	21	(22)	(23)	(24)	27	28	29	(30)	12
JANUARY	(2)	3	4	5	6	9	10	11	12	13	(16)	17	18	19	20	23	24	25	26	27	30	31				16
FEBRUARY			1	2	3	6	7	8	9	10	(13)	14	15	16	17	(20)	21	22	23	24	27	28				18
MARCH			1	2	3	6	7	8	9	10	13	14	15	(16)	(17)	20	21	22	23	24	27	28	29	30	31	23
APRIL	3	4	5	6	(7)	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						14
MAY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	(29)	(30)	31			22
JUNE				(1)	(2)	5	6	7	8	9	12	13	14	15	16	(19)	20	21	22	23	26	27	28	29	30	2
TOTAL DAYS																								TOTAL STUDENT DAYS	180	

- = Non Student Days/Recess
- = Legal Holidays
- = Board Granted Holidays
- = Minimum Days
- = Teacher Pre-Service Days
- = Staff Development Days

SS = School Begins = August 10, 2022
 SE = School Ends = June 2, 2023
 P = Parent Conference Days = October 10, 11, 13, 14, 2022
 Non Student Days = November 1, 2022
 Thanksgiving Break = November 21—25, 2022
 Winter Break = December 19, 2022—January 6, 2023
 Spring Break = April 3—April 10, 2023

Quarter	Days
Quarter 1 — Ends October 7, 2022	42
Quarter 2 — Ends December 16, 2022	43
Quarter 3 — Ends March 17, 2023	47
Quarter 4 — Ends June 2, 2023	48

Board Approve December 14, 2021

NO OUTAGES. CREWS ARE MAKING REPAIRS AND RESTORING POWER. GET THE LATEST STORM UPDATES.

OUTAGE | ALL OUTAGE OPTIONS | ADDRESS LOOKUP

Outage Status

IO VISTA CA 94571

Outage Status: Power is restored ✓

ch 22 | 12:26 PM PDT

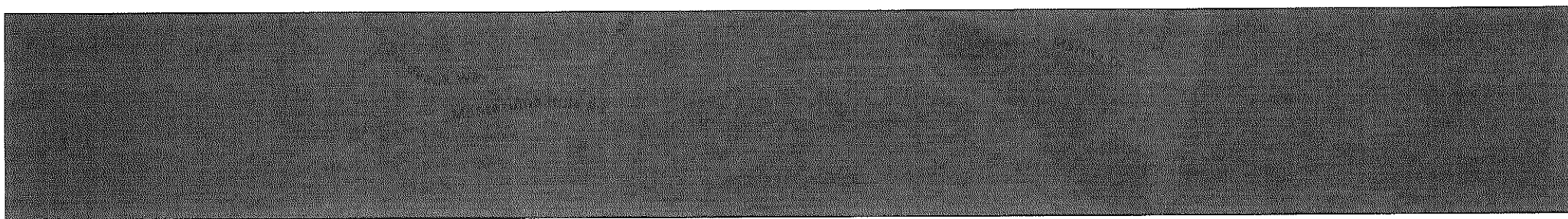
RESTORED ON MARCH 22 | 12:12 PM PDT - 12:26 PM PDT

caused widespread outages. Crews may be reassigned to prioritize emergency calls from local police and fire departments.

Outage Status: No Future PSPS Outages Forecasted ✓

ch 22 | 12:48 PM PDT

[Forecast](#)



Power is currently on

Current As Of: March 22 | 4:57 AM PDT

[Get Notifications](#)



PG&E HAS ASSIGNED A CREW TO ASSESS THE OUTAGE.

[Hide](#)

[Details](#)

Storms have caused widespread outages. Crews may be reassigned to prioritize emergency calls from local police and fire departments.

Our preliminary determination is that your outage was caused by the weather.

Start time

March 21 | 8:23 PM PDT

Estimated restoration

To Be Announced

[Restoration updates](#)

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

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 Resolution # 846 to Become a Member of Government Financial Services Joint Powers Authority.

BACKGROUND:

The District currently contracts with Government Financial Strategies (GFS) for technical assistance and support with various fiscal matters including general fiscal and debt financing issues, financial modeling and analysis of general obligation bonds, post-bond sale compliance and the required continuing disclosure reports, and fiscal oversight and support for District authorized charter schools, among others.

State law authorizes two or more public agencies to establish a JPA for the purpose of jointly exercising common powers. Forming such entities facilitates creative approaches to the provision of public services and provides public agencies with the means to provide services more efficiently and in a cost-effective manner. Local educational agencies (LEAs) have formed JPAs to provide special education, school transportation, school construction, financial information systems, procurement services and insurance and risk management, among other things.

The Kern County Superintendent of Schools, Sacramento County Office of Education, Capistrano Unified School District, Davis Joint Unified School District, Elk Grove Unified School District, Santa Clara Unified School District, and Schools Insurance Authority has partnered with GFS to create a Joint Powers Authority (JPA) that is dedicated to providing financial services support for school districts in California.

Lori Raineri, President of GFS will be the Chief Executive Officer of the GFS JPA, and GFS staff will be transferred to the GFS JPA.

STATUS:

As the District has had a long-standing beneficial relationship with GFS Inc. and as such the District is guaranteed membership to the GFS JPA. Board approval of Resolution #846 allows for the submission of the membership application, and the signed agreement along with the prorated fee, formally become a member of the GFS JPA and continue to receive the same expert services formerly provided by GFS, but now strengthened by pooling benefits of a JPA.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

COST AND FUNDING SOURCES:

\$5,000 from General Fund

RECOMMENDATION:

That the Board approves Resolution # 846 to become a member of Government Financial Services Joint Powers Authority.

Time allocated: 5 minutes

**River Delta Unified School District
RESOLUTION No. 846**

**A RESOLUTION OF THE GOVERNING BOARD OF RIVER DELTA UNIFIED
SCHOOL DISTRICT ADOPTING AND APPROVING THE JOINT POWERS
AUTHORITY AGREEMENT AND JOINING GOVERNMENT FINANCIAL SERVICES
JOINT POWERS AUTHORITY**

WHEREAS, the Government Financial Services Joint Powers Authority (hereinafter referred to as the “JPA”) is a joint powers authority duly organized under Title I, Division 7, Chapter 5, Article 1 (Section 6500, et seq.) of the Government Code of the State of California, which authorizes the joint exercise by two or more public agencies of any power common to them; and

WHEREAS, the JPA was formed on July 1, 2022 with the purpose of assisting the JPA member agencies and other public agencies with their financial matters; and

WHEREAS, there is a need by public agencies for specialized expertise to support financial operations including, but not limited to, planning and implementing financings, developing financial strategies guided by established best practices, and providing quantitative analysis for the ultimate purpose of providing fiscal benefits to the agencies and to the taxpayers which support them; and

WHEREAS, public agencies may utilize financing to accomplish the acquisition of real property and real property interests, the development, improvement and repair of real property, and the leasing and/or purchasing of equipment; and

WHEREAS, financial analysis and implementation of financing transactions for such periodic endeavors often requires the labor and expertise of external public finance experts; and

WHEREAS, such financial activities and decisions can be guided by established best practices with the goals of being supported by appropriate quantitative analysis while also reflecting transparency, efficiency, and the importance of the public trust with respect to taxpayer funds; and

WHEREAS, each of the member agencies individually have the authority to perform and procure the services contemplated by the JPA; and

WHEREAS, the Governing Board of River Delta Unified School District, has determined that entering into a joint powers agreement to make financial services available in the future and to assist with financial activities through a joint effort with the other public agencies is in the River Delta Unified School District’s its best interests.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Governing Board approves membership in the Government Financial Services Joint Powers Authority and instructs its duly authorized agent to execute the Joint Powers Authority Agreement.
2. The Governing Board approves the payment of \$5,000 as its annual membership fee to the JPA.

PASSED and ADOPTED by the Governing Board of the River Delta Unified School District this 9th day of May, 2023 by the following vote:

AYES	()
NOES	()
ABSTAIN	()
ABSENT	()

I, NAME, Secretary of the Governing Board of the River Delta Unified School District hereby certify that the foregoing Resolution #846 was duly and regularly adopted by the Board at a lawfully called meeting held on 9th day of May, 2023 by a roll call vote.

Katherine E. Wright
Secretary of the Governing Board

**AGREEMENT OF THE
GOVERNMENT FINANCIAL SERVICES
JOINT POWERS AUTHORITY**

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THIS AGREEMENT (“Agreement”) is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code (“Government Code”), relating to the joint exercise of powers between the signatory public agencies for the purpose of operating an agency known as **GOVERNMENT FINANCIAL SERVICES JOINT POWERS AUTHORITY**.

RECITALS:

WHEREAS, the Government Code permits two (2) or more public agencies to join or exercise any power common to them.

WHEREAS, the signatories have determined that there is a need by public agencies for expertise in financial matters including, but not limited to, planning, and implementing financings and best practices in their financial strategies.

WHEREAS, each of the member agencies individually have the authority to perform and procure the services contemplated by the Joint Powers Authority.

WHEREAS, the intent of the Joint Powers Authority is to follow the law and be ethical.

WHEREAS, each signatory has determined that it is economically practical and for its public benefit and in its interest to do so.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF ALL OF THE MUTUAL BENEFITS, COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

CREATION OF THE JOINT POWERS AUTHORITY

A Joint Powers Authority, separate and apart from the public agencies that are party to this Agreement, is hereby created and designated as the GOVERNMENT FINANCIAL SERVICES JOINT POWERS AUTHORITY (the “Authority”).

ARTICLE 2

PURPOSE OF THE AUTHORITY

The Authority is established primarily to assist the parties to this Agreement (the “Members”) and other public agencies with their financial matters including, but not limited to, planning, and implementing financings and best practices in their financial strategies, as described further in Article 4, for the ultimate purpose of providing fiscal benefits to the Members and to the taxpayers which support them. Notwithstanding the above terms, the Authority may engage in any legal act.

ARTICLE 3

POWERS OF THE AUTHORITY

The Authority, acting through its Board of Directors (“Board”), shall have the power and authority to exercise any power common to the public agencies which are parties to this

Agreement, provided that the same is in furtherance of the functions and objectives of this Agreement, including, but not limited to the following powers:

- A. To make and enter into contracts.
- B. To employ agents and employees.
- C. To enter into contracts, including purchase agreements.
- D. To acquire, hold and/or dispose of real and personal property.
- E. To construct, manage, maintain, or operate any building, works or improvements.
- F. To incur debts, liabilities, and obligations.
- G. To sue and be sued in the name of the Authority.
- H. To receive gifts, contributions and donations of property, funds, services, or other forms of assistance from members, firms, persons, corporations, associations, and any other governmental entity in accordance with existing laws.
- I. To invest surplus funds as permitted by law.
- J. To receive, collect, and disburse moneys.
- K. To carry out all provisions of this Agreement.
- L. To retain experts and consultants to assist the Authority in the performance of the duties specified below in Article 4.
- M. To employ or retain legal counsel to advise on matters relating to the operation of the Authority.
- N. To exercise other reasonable and necessary powers in furtherance or support of any purpose of the Authority or power granted by the Joint Powers Law, this Agreement, or the Bylaws of the Authority, as adopted by the Board.

Pursuant to Section 6509 of the Government Code, the exercise of the powers of the Authority shall be subject to the same restrictions upon the manner of exercising its powers as imposed upon one (1) of the contracting parties, namely the Kern County Superintendent of Schools.

ARTICLE 4 FUNCTIONS OF THE AUTHORITY

As necessary to fulfill its purposes, the Authority may provide, perform, assist, consult, train, or teach on any of the following functions, including but not limited to:

- 4.1. Financial Planning Projects:
 - A. Financial modeling.
 - B. Tax base analysis.
 - C. Demographic analysis.
 - D. New development impact mitigation.
 - E. Financial and capital improvements planning.
 - F. Ballot measures and election planning.
 - G. Third party reviews and specialized debt analysis.
 - H. Financial transactions, including but not limited to:
 - i. General obligation bonds.
 - ii. Certificates of participation (“COPs”).
 - iii. Lease-purchase financings.

- iv. Mello-Roos Community Facilities District (“CFD”) financing.
- v. Lease revenue bonds.
- vi. Tax and revenue anticipation notes (“TRANS”).
- vii. Limited obligation improvement/assessment bonds.
- viii. State and Federal loan programs.

4.2. Assistance & Support with Specialized Projects:

- A. Assessment, community facilities, and school facilities improvement districts.
- B. Special taxes (including parcel taxes and Mello-Roos taxes).
- C. Community engagement.
- D. Citizens’ Bond Oversight Committee training and consulting.
- E. Fraud prevention and examination.
- F. Financial review and analysis.
- G. Public employee workforce housing.
- H. Property purchase, sale, and lease planning and negotiations.
- I. Energy project pro formas and feasibility studies.

4.3 Administration and Compliance Efforts:

- A. Post-bond sale compliance.
- B. Annual continuing disclosure reports (to Electronic Municipal Market Access “EMMA”).
- C. Annual debt transparency reports (to the California Debt and Investment Advisory Commission “CDIAC”).
- D. Significant event monitoring and disclosure reports.
- E. Development of debt policies and arbitrage and rebate regulation compliance procedures.
- F. Coordination regarding investment of proceeds.
- G. Pension and Other Post-Employment Benefits trust analysis and coordination.
- H. Long-term capital project budgeting and debt monitoring.
- I. Credit rating monitoring and oversight.
- J. Analysis and implementation of refinancing opportunities.
- K. Assistance with debt prepayment, redemption, and termination procedures.

4.4 Other Services: The Authority may perform such other functions as may be necessary or appropriate to carry out the Agreement, including provision of services to non-members, so long as such other functions so performed are not prohibited by any provision of law and are not otherwise inconsistent with this Agreement or the Bylaws.

ARTICLE 5

TERM OF THE AGREEMENT

This Agreement shall become effective at the later of July 1, 2022, or at 12:01 a.m. on the day following the date on which two (2) eligible Public Agencies approve this Agreement, as evidenced by signature to this Agreement and, for those public agencies that require it, adoption of an authorizing governing board resolution.

This Agreement shall be ongoing and continue in effect until lawfully terminated as provided herein and in the Bylaws.

**ARTICLE 6
BYLAWS**

The operations of the Authority shall be carried out pursuant to the Bylaws as adopted and from time to time amended by the Board of Directors.

**ARTICLE 7
MEMBERSHIP**

7.1 Definition: Membership shall be limited to public agencies, as that term is defined in Government Code Section 6500, who satisfy any further requirements specified in the Bylaws and have been admitted to membership. Each Member shall be entitled to the rights and privileges of and subject to the obligations of membership as provided in this Agreement and the Bylaws. Members may withdraw or be expelled from the Authority as specified in the Bylaws.

7.2 Membership Classes: There shall be two (2) classes of membership. Founding Members shall have permanent seats on the Board and shall consist of those members who: (1) Joined the Authority as Founding Members by July 1, 2022; or (2) Selected by other Founding Members to replace a Founding Member who has left the Authority. The Replacement Founding Member shall also have a permanent seat on the Board. There shall be no more than seven (7) Founding Members. All other members shall be Regular Members. Certain Members will be asked to join the Board for a stated term, as further stated below. Whenever the Authority refers to “Members” (without specifying whether Founding or Regular), the term applies to all classes of members.

7.3 Application for Membership: Any public agency may apply to be a Member by submitting an application to the Authority. If approved, a Member must pay an annual membership fee . A Regular Member may participate in all activities and programs of the Authority but shall not have voting rights unless selected by the Board to serve on the Board.

**ARTICLE 8
BOARD OF DIRECTORS**

8.1 Subject to the provisions and limitations of Government Code Section 6500 and following and any other applicable laws, and subject to any limitations in this Agreement or the Bylaws, the Authority’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under direction of the Board of Directors.

8.2 Number of Board Members: The Board shall be comprised of one (1) Representative from each of the Founding Members. In addition to the Representative appointed by each Member to represent such Member, an Alternate is to be designated by the Member, who may vote only in the absence of the Representative. There will be a maximum of seven (7) Founding members. The Board shall have the responsibility to oversee all functions of the

Authority. The Board may delegate to an Executive Committee, certain day-to-day operations of the Authority, save the following, which may not be delegated:

- A. Approval of financial transactions outside the ordinary course of operations.
- B. Expulsion of a Member from the Authority.
- C. Termination or suspension of the rights of a Member in default.
- D. Approval of the dissolution of the Authority.
- E. Approval to amend this Agreement (by two-thirds vote).

8.3 At-Large Board Members: The Board may appoint from the Regular Members, up to four (4) At-Large Board Members, who each shall serve as a Board Member for a period of three (3) years. The At-Large Board Members may serve up to two (2) consecutive terms. At-Large Board Members shall have a Representative and an Alternate who serves in the place of the Representative, as required. Both the Representative and the Alternate shall be designated by the Member.

8.4 Executive Committee: When the number of Board Members exceeds ten (10), the Board may delegate the day-to-day operations of the Authority to an Executive Committee whose functions and authority are further set forth in Article 9, below.

8.5 Members of the Board of Directors shall serve as unpaid volunteers; however, the Members of the Board of Directors may receive such reimbursement of expenses as the Board may establish by resolution to be just and reasonable as to the Authority.

ARTICLE 9 EXECUTIVE COMMITTEE

9.1 The Executive Committee shall be comprised of at least three (3) members of the Board of Directors as determined in the Bylaws.

9.2 The Executive Committee, unless limited by a resolution of the Board, shall have, and may exercise all the authority of the Board in the management of the regular business and affairs of the Authority; provided, however, that the Executive Committee shall not have the Authority of the Board in reference to those matters enumerated in Article 8 as reserved for the Board of Directors. The Executive Committee shall provide a meeting summary to the full Board, including all resolutions, at the next regularly scheduled Board meeting unless already reported out at a special meeting.

9.3 The Executive Committee shall make regular reports to the Board as to its activities. Members of the Executive Committee shall serve a term of two (2) years and may have their terms renewed by a majority vote of the Board.

ARTICLE 10

ACCOUNTABILITY OF FUNDS

The Authority shall ensure strict accountability of all funds and report of all receipts and disbursements. The Authority shall provide in its Bylaws for the assignment of responsibility for financial operations and accountability (e.g., auditing).

ARTICLE 11

TERMINATION OF AGREEMENT

11.1 Termination of this Agreement may be initiated upon either a) two-thirds vote of all Members or b) the withdrawal or removal from membership of all Members pursuant to the Bylaws, in either case an “Act of Dissolution.”

11.2 In the event of an Act of Dissolution, this Agreement, the Bylaws, and the Authority shall continue to exist until such time as the disposition of all claims and payment or provision for obligations, distribution of assets, and all other functions necessary to wind up the affairs of the Authority have been completed, at which time the Agreement shall terminate.

11.3 “Obligations” shall include, but not be limited to, all payments required by law, together with any reserves established for the purpose of paying liabilities, together with any other legal obligations incurred by the Authority pursuant to this Agreement.

ARTICLE 12

DISPOSITION OF PROPERTY AND FUNDS

In the event of termination of the Agreement, the assets net of any liabilities of the Authority shall be distributed and apportioned among the current Members, in proportion to the fees paid by each Member since the formation of the Authority, consistent with Government Code Section 6512.

In the event a Member withdraws from membership in the Authority prior to an Act of Dissolution, that Member’s interest in the property and funds of the Authority shall be determined as set forth in the Bylaws.

ARTICLE 13

INVESTMENT OF SURPLUS FUNDS

The Authority shall have the power to cause to be invested in compliance with Section 6509.5 of the Government Code such surplus funds as are not necessary for the immediate operation of the Authority in such investments as permitted by law.

ARTICLE 14

AMENDMENTS

The Board may agree to amend this Agreement with a two-thirds vote of the sitting members of the Board. Such amendments shall be binding upon all Members of the Authority. Failure of a Member to abide by an amendment may result in involuntary termination of such Member as provided in the Bylaws.

**ARTICLE 15
SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of California including Government Code Section 6502, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE 16
LIABILITY AND INDEMNIFICATION**

16.1 Any and all debts, liabilities and obligations incurred by or imposed upon the Authority shall be the debts, liabilities, and obligations solely of the Authority and no debt, liability or obligation shall thereby be imposed on any party (or the collective parties) to the Agreement. Notwithstanding the foregoing, each Member shall be liable for its pro rata share of those obligations imposed by Government Code Section 6508.1, relating to employee retirement benefits. The tort liability and immunities of the members of the Board or any committee appointed thereby, and all officers and employees of the Authority, shall be governed by Government Code section 810, et seq.

16.2 The Authority shall insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected with this Agreement.

**ARTICLE 17
FILING WITH THE SECRETARY OF STATE**

A notice satisfying the requirements of Section 6503.5 of the Government Code shall be filed with the Office of the Secretary of State and Office of the State Controller no later than thirty (30) days following the date this Agreement becomes effective.

This Agreement may be executed in counterpart originals. Facsimile shall be deemed originals.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS JOINT EXERCISE OF POWERS AGREEMENT FOR THE OPERATION OF THE GOVERNMENT FINANCIAL SERVICES JOINT POWERS AUTHORITY BY THEIR AUTHORIZED OFFICERS AS SET FORTH BELOW AND IN COUNTERPART:

Date: _____
Member: _____
By : _____
Designated Representative

Membership Application
Government Financial Services Joint Powers Authority

Agency Name

Agency Address: Street

Agency Address: City, State, Zip

Agency Representative to JPA:

Name Title

Email

Agency Alternate Representative to JPA:

Name Title

Email

Expected Date of Governing Board Approval

Date of Agenda Deadline

Application Fee: ~~\$250 (check attached)~~ **waived for Government Financial Strategies' clients**

Applicant affirms that it intends to end any existing contracts for municipal advisory services effective December 31, 2022 as such services will be provided in accord with Section 12.3 of the Bylaws of the Government Financial Services Joint Powers Authority.

Signature Date

Name Title

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

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

Item Number: 15

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

SUBJECT:

Request to Approve the Food Service Management Contract Extension with Sodexo for FY 2023-2024.

BACKGROUND:

Under provisions of State and Federal law governing school food services, contracts for Management of Food Service Programs must be publicly bid at least every five years.

The Board approved the RFP prepared by staff based on guidance from California Department of Education, which issued its approval of the RFP in April 2019.

Public notices were published in the Sacramento Bee inviting interested parties to request copies of the RFP. District staff sent copies of the RFP to three firms known to be active in food services management for public school districts.

A mandatory tour of the District sites was held April 17, 2019. Three prospective vendors participated. Proposal deadline per the RFP was May 10, 2019.

STATUS:

The District awarded the Food Service Management Contract to Sodexo at the June 11, 2019 Board meeting to begin in FY 2019-2020. FY 2023-2024 will be in its fourth of the five-year eligibility. The District would like to exercise the fourth extension to Sodexo for Food Service Management.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES:

Fees to be paid from revenues received in the Cafeteria Fund for meals served. Possible contribution from General Fund may be required at year end.

RECOMMENDATION:

That the Board approves Sodexo as the Food Service Management Contractor for FY 2023-2024.

Time allocated: 5 minutes

CONTRACT EXTENSION

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 Pages

Renewal (Extension Number) 4	Agreement Number (Base year) FSMC 2019
--	--

1. This Extension Agreement is entered into between the School Food Authority and Contractor named below:

SCHOOL FOOD AUTHORITY'S NAME

River Delta Unified School District

FOOD SERVICE MANAGEMENT COMPANY'S NAME AND FEDERAL TAX IDENTIFICATION NUMBER

Sodexo America, LLC; TIN #52-2208632

2. Base year contract term: Effective date: **7/1/2019** Expiration date: **6/30/2020**

Extension year: Effective date: **7/1/2023** Expiration date: **6/30/2024**

3. The maximum dollar amount of this contract is equal to the fixed cost per meal multiplied by the number of meals:
\$674,213 (maximum dollar amount)

4. The parties mutually agree to this extension as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: **(Note: This section is used to indicate the current cost per meal. Please include your cost per meal table.)**

A. **The parties have agreed to renew the Agreement for an additional one-year period pursuant to Section II. General Terms and Conditions A. Term. There are no additional one-year renewal options available.**

B. **The following "Cost Per Meal" table shall supersede and replace the current table contained in Exhibit B of the Agreement:**



5. Delete all references to Child and Adult Care Feeding (CACFP) in the original contract.

COST PER MEAL

Prices must not include values for USDA Foods, and must include all meal programs

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	109,742	\$ 1.940	\$ 212,899
Lunch	155,883	\$ 2.175	\$ 339,046
Snacks	14,530	\$ 0.706	\$ 10,258
Seamless Summer Feeding Option	1,580	\$ 2.175	\$ 3,437
Supper	41,367	\$ 2.587	\$ 107,016
Non-Reimbursable Meals @ \$3.00 Meal Equivalent	716	\$ 2.175	\$ 1,557
Total Meals, Rate & Total	323,818	\$ 2.082	\$ 674,213

*Units to be provided by SFA

FOOD SERVICE MANAGEMENT COMPANY	
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Sodexo America, LLC #52-2208632	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Leslie Milinkovic, Senior Vice President	
ADDRESS 9801 Washingtonian Blvd., Gaithersburg, MD 20878 Attn: Law Department	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME River Delta Unified School District	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Tammy Busch, Chief Business Officer	
ADDRESS 445 Montezuma Street, Rio Vista, CA 94571	

INSTRUCTIONS FOR USE:

1. Enter renewal number (also known as extension number). The contract can only be extended four times. Indicate the extension by entering 1 for year 1 of the extension from the base year or 2, 3 or 4.
2. Enter agreement number. Every agreement (contract) should have a number assigned to identify that contract. If there is not an agreement number, identify the contract by the year of the contract also known as base year.
3. Item 1: Enter the contractor's and the school food authority's name.
4. Item 2: Enter the base year terms and the current extension terms. The term is the effective and expiration dates
5. Item 3: Enter the maximum dollar amount.
6. Item 4: Indicate **the current cost per meal**. Include the cost per meal table.
7. The contractor's and school food authority's authorized signer should be identified, and signatures provided.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- B. Where the Respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.


Sodexo America, LLC

Contractor/Company Name

Award Number, Contract Number, or Project Name

Leslie M. Milinkovic, Vice President

Name(s) and Title(s) of Authorized Representatives



Signature(s)

01-19-2023

Date

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Sodexo America, LLC

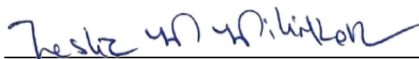
Street address: 9801 Washingtonian Blvd.

City, State, Zip: Gaithersburg, Maryland 20878

Leslie M. Milinkovic

CERTIFIED BY: (type or print)

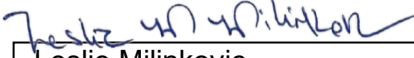
TITLE: Vice President


(Signature)

01-19-2023
(Date)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions <input checked="" type="checkbox"/> A/B a. bid/offer/application b. initial award c. post-award	3. Report Types: <input checked="" type="checkbox"/> A a. initial filing b. material change For Material Change Only: Year <input type="text"/> quarter <input type="text"/> Date of last report <input type="text"/>
4. Name and Address of Reporting Entity: Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878 <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and A Address of Prime: Congressional District, if known: N/A	
6. Federal Department/Agency: U.S. Congress, Department of Defense, White House, EPA, USDA, Department of Labor	7. Federal Program Name/Description CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: Unknown	9. Award Amount, if known: \$ <input type="text"/> Unknown	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): Sodexo Operations, LLC	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): McGlockton, Joan R.	
(attach Continuation Sheet(s) S F-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): a. <input type="checkbox"/> retainer b. <input type="checkbox"/> one-time fee c. <input type="checkbox"/> commission d. <input type="checkbox"/> contingent fee e. <input type="checkbox"/> deferred f. <input checked="" type="checkbox"/> other, specify: <input type="text"/> In House Government Affairs Department	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/> value <input type="text"/>		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment indicated on item 11: Sodexo has not conducted any lobbying activities related to this or any other federal contract. Lobbying activities focus on general issues being addressed by the federal government.		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <input type="text"/> Leslie Milinkovic Title: <input type="text"/> Vice President Telephone No.: <input type="text"/> 425-213-4393 Date: <input type="text"/> 01-19-2023	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone *number*.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

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

Item Number: 16

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

SUBJECT:

Request to Approve the Purchase Contract with ICU Technologies Inc. for a CrisisAlert System Under GSA Contract #47QSWA18DOO3K

BACKGROUND:

Crisis Alert is a wearable badge that will be issued to all district employees, including substitutes, and allows immediate request for assistance from anywhere on school site campuses. The badge can also initiate lockdown in the event of a critical incident.

STATUS:

Superintendent and Assistant Superintendent of Business Services will work with ICU Technologies through the onboarding and training process.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

\$50,000 After School Program

\$200,000 Lottery

\$353,209.59 General Fund

RECOMMENDATION:

That the Board Approves Purchase Contract with ICU Technologies Inc. for CrisisAlert System under GSA Contract #47QSWA18DOO3K.

Time allocated: 10 minutes



ICU Technologies, Inc.
 1382 Blue Oaks Blvd, Suite 110
 Roseville, CA 95678
 United States

Estimate

#2022-2275

Bill To

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

TOTAL

\$603,209.59

Date: 02/06/2023

Site Location:

Ship To	Expiration	Project	Contract
River Delta Unified School District River Delta Unified School District 445 Montezuma St Rio Vista CA 94571 United States	04/07/2023	River Delta Unified School District : CrisisAlert	GSA # 47QSWA18D003K

SIN	Item	Quantity	Rate	Amount
511210	PLAT001 CrisisAlert Annual Per Site Pricing - Elementary School. Annual Per Site Price for a Elementary School campus deployment. Each site per year. 3 year minimum term required.	20	\$7,880.00	\$157,600.00
511210	PLAT002 CrisisAlert Annual Per Site Pricing - Middle School. Annual Per Site Price for a Middle School campus deployment. Each site per year. 3 year minimum term required.	10	\$7,880.00	\$78,800.00
511210	PLAT003 CrisisAlert Annual Per Site Pricing - High School. Annual Per Site Price for High School campus deployment. Each site per year. 3 year minimum term required.	10	\$12,805.00	\$128,050.00
511210	PLAT007 CrisisAlert Annual Per Site Pricing - Admin Building. Annual Per Site Price for an Admin building deployment. Each site per year. 3 year minimum term required.	15	\$7,880.00	\$118,200.00
33411	HARD012 Cellular Wireless Backup. Wireless backup. 1 count.	11	\$496.25	\$5,458.75
541330L	Project Lead CrisisAlert Onboarding - Map Rendering - Onboarding	82.5	\$161.54	\$13,327.05
541330L	Security Technician I Installation of CrisisAlert Solution	412	\$127.27	\$52,435.24





ICU Technologies, Inc.
 1382 Blue Oaks Blvd, Suite 110
 Roseville, CA 95678
 United States

Estimate

#2022-2275

SIN	Item	Quantity	Rate	Amount
541330L	Project Lead Installation and Installation Supervision of CrisisAlert Solution	103	\$161.54	\$16,638.62
541330L	Security Technician I Testing & Training - CrisisAlert Solution	66	\$127.27	\$8,399.82
541330L	Project Lead Testing & Training - CrisisAlert Solution	66	\$161.54	\$10,661.64
541330L	Project Manager Oversees and leads assigned tasks of projects for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Guides projects from the original concept through final implementat(more...)	22	\$195.80	\$4,307.60
	Subtotal			\$593,878.72
	IFF Charge		0.7556%	\$4,487.35
OLM	ICU-SHIPPING Freight to customer location	11	\$400.00	\$4,400.00

Subtotal	\$602,766.07
Tax Total (%)	\$443.52
Total	\$603,209.59

DIR #1000064885
 Email Order to orders@icu-techinc.com
 Payment by credit card will include a 4% processing fee

Accepted By: _____

Accepted Date: _____



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: 2

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 17

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

SUBJECT:

Request to Approve the Contracts with Christopher Gallup as a Project Inspector and Universal Engineering Services (previously Wallace Kuhl Associate) for Special Inspections and Laboratory of Record Services for the Delta High School Cafeteria Modernization Project.

BACKGROUND: On February 15, 2022, the Board approved the Master Plan for the Measure J and K Facilities Bond Programs. Included in the Master Plan was modernization of the Cafeteria at Delta High School. Bids for the construction work were received on April 20, 2023, and it is the intent to submit to the Board for award in June pending resolution of some cost issues. DSA requires the District contract with a DSA approved inspector to provide on-going inspections while construction is underway. DSA also requires the District contract with a DSA approved laboratory to provide special inspections for certain portions of the work. The required special inspections for this project include soils, concrete and other miscellaneous testing and inspection.

STATUS: RGM Kramer has obtained a proposal from Christopher Gallup to perform project inspection services and Universal Engineering Services (previously Wallace Kuhl Associate) . for this work to perform special inspections and laboratory of record services.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright,
Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure K Bond Funds not to exceed \$155,472.

RECOMMENDATION: Staff recommends:

1. Approve the attached proposal and contract from Christopher Gallup not to exceed \$121,680.
2. Approve the attached proposal from Universal Engineering Services not to exceed \$33,792.

Time allocated: 5 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT
AGREEMENT
FOR
CONSTRUCTION CONTRACT INSPECTION SERVICES

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective this **9th day of May, 2023**, by and between the **River Delta Unified School District (District)** and **Christopher Ward Gallup (Inspector)**, with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California. District will be engaged in the construction of the **Cafeteria Modernization Project at Delta High School / Clarksburg Middle School, Clarksburg, CA, as set forth in Exhibit A** (Project), which requires ongoing inspection.

2. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as a project inspector and has or can obtain the approval of the Department of the State Architect to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.

3. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The recitals set forth above are true.

2. Inspection Services. Inspector agrees to provide the services described in this Agreement in a professional and competent manner and in accordance with the terms of this Agreement and in accordance with the generally-accepted standards of the Inspector’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Inspector or its employees, agents, contractors or subcontractors. The inspector for this project shall be Christopher Gallup. Should the inspector need or wish to employ assistants, said assistants shall be subject to the prior approval in writing by the District and DSA.

3. Term of Agreement and Payment. The term of this Agreement shall be approximately four months or until completion of the Project. Payment of Inspector shall be as set forth in Exhibit A. Inspector shall record all hours worked in a weekly activity report which shall be submitted to the Project Manager on a weekly basis. Inspector shall submit invoices on the last working day of each month to the District. The invoices must

show the number of hours worked, the contract number, the project name and location and must contain the Inspector's original signature on all copies. Inspector's failure to maintain required records or to properly submit invoices may result in non-payment to Inspector.

4. DSA Approval. Inspector acknowledges that District is required to obtain the approval of the Division of the State Architect (DSA) prior to using Inspector's services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.

5. Duties and Conduct of the Inspector. The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, material-men and suppliers of the contractors and all persons performing work on the Project are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project (the "Contract Documents"). The Inspector shall keep the general contractor (the "Contractor") and Project Manager informed during the work of the results of Inspector's inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties:

- a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.
- b. Observe project for compliance with the Contract Documents and technical instructions from the Architect.
- c. Maintain a daily diary describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The diary should be succinct and factual; with copies provided to the Project Manager on a weekly basis. The diary should reflect the Contractor's activities each day.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to District Project Manager and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed.
- e. Make sure that the required record drawings are accurately marked up as required prior to approval of progress payments.
- f. Report to the District Project Manager and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the

District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Develop initial punch lists with Architect and Contractor and assist the District Project Manager and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

j. Maintain effective working relationships with the Contractor, Project Manager, District personnel and Architect.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents and in all professional matters.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.

n. Attempt to foresee the need for all required tests and inspections.

o. Timely arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.

p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.

q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report for that day or in the Field Instruction Sheet.

r. Be responsible for scheduling the testing lab for the following special testing and inspection activities: slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. The Inspector shall oversee the testing lab's arrangements for transportation and storage of test materials.

s. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.

t. Provide the District with photographs, a minimum of one per month, which reflect the major stages of construction.

6. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector will not:

a. Authorize deviations from the Contract Documents;

b. Avoid conducting any required tests;

c. Enter the area of responsibility of the Contractor's field superintendent;

d. Expedite the job for the Contractor;

e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;

f. Approve shop drawings or samples;

g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;

h. Interfere in Contractor/Subcontractor relationships.

7. Independent Contractor Status. Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the Inspection services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, Project Manager, all contractors, and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Inspector which does not otherwise exist.

8. Indemnity. Inspector shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Inspector's negligent performance of work hereunder or its negligent failure to comply with any of its

obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the District.

9. Taxes. Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability, which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the Internal Revenue Service.

10. Insurance. Inspector shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

a. Prior to execution of this agreement and prior to commencement of any work, Inspector shall furnish the District with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Inspector's insurer shall, subject to the approval of the District, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. Inspector agrees to furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the District shall not relieve or decrease any liability of Inspector.

b. In addition to any remedy the District may have, if Inspector fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Inspector under this Agreement.

c. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

d. Any deductibles must be declared to, and approved by, the District.

e. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Inspector are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Inspector under the Agreement.

f. The Inspector and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the

Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Inspector and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Inspector or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Agreement.

11. Worker's Compensation and Employer's Liability Insurance.

a. Worker's Compensation - Insurance to protect the Inspector, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Inspector shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against District - If an injury occurs to any employee of the Inspector for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the District under the provisions of said Acts, for which compensation is claimed from the District, there will be retained out of the sums due the Inspector under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Inspector.

c. Exception to requirement for workers' compensation - Notwithstanding the foregoing provisions of this paragraph, Contractor shall not be required to provide evidence of workers' compensation insurance in the event that Contractor has no employees.

12. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Agreement; liability arising out of activities performed by or on behalf of the Inspector; premises owned, occupied or used by the Inspector; or automobiles owned, leased, hired or borrowed by the Inspector. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Inspector's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Inspector's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the Inspector's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Inspector under the Agreement, including, without limitation, that set forth in Section 8, Indemnity.

13. Termination of Agreement.

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.

b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement.

c. In the event of early termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date.

d. Inspector may terminate this Agreement with thirty (30) days written notice.

14. Successors and Assigns. The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector

shall assign or transfer any interest in this Agreement without the written consent of the other.

15. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and address in the case of:

District:

Katherine Wright
Superintendent
River Delta Unified School District
Rio Vista, CA 94571

Inspector:

Christopher Ward Gallup
4824 Courtland Lane
Carmichael, CA 95608

16. Governing Law. This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Contra Costa County, California.

17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Amendment. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties. While there has been verbal communication before composition of this Agreement, all understandings, verbal or otherwise are herein incorporated. No agreements other than this written Agreement exist.

19. Compliance with Law. While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations.

20. Requests. Inspector agrees to timely and properly complete all reports requested by the District or the Architect or the Project Manager or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

21. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

22. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

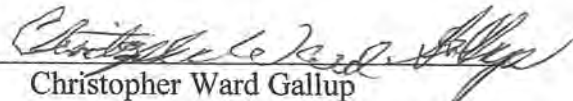
23. Work Records. All documents, photographs, daily logs, and any other written work product generated by Inspector shall be deemed to the sole and exclusive property of District.

24. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Inspector.

The parties have executed this Agreement in Solano County, California.

INSPECTOR:

Dated: 4-20-2023

By: 
Christopher Ward Gallup
Inspector

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Dated: _____

By: _____
Katherine Wright., Superintendent
River Delta Unified School District

EXHIBIT A
TO AGREEMENT FOR
CONSTRUCTION CONTRACT INSPECTION SERVICES
Between
River Delta Unified School District
And
Christopher Ward Gallup

Project Description and Fee Budget:

Project:

Cafeteria Modernization at
Delta High School / Clarksburg Middle School
Clarksburg, CA
DSA App# 02-120684

Estimated Fees:

39 Weeks @ 24 hrs./week x \$130/hr. = **\$121,680**

Project Description:

General Alteration/Modernization of Cafeteria Building, including kitchen renovation, finish, and lighting upgrades throughout, restroom remodel, door and hardware replacement. Site work includes accessibility entry, and accessible path of travel.
Alternate 1: Removal and Replacement of Windows.

Payments:

Inspector shall be compensated as follows:

\$130 per hour (up to 8 hours per day or 40 hours per week),

All work performed on Saturdays, Sundays and Holidays shall be at the overtime rate of \$195 per hour.

All overtime work must be pre-authorized in writing by the District.

The total payments under this Agreement will not exceed the amount stated above unless authorized in writing by the District.

Attachments:

Proposal dated April 12, 2023, from Christopher Ward Gallup, DSA Class 1, #3865.

PROPOSAL FOR INSPECTION SERVICES

For

River Delta Unified School District

April 12, 2023

Inspector: Christopher Ward Gallup, DSA Class 1, #3865

Hourly Rate: \$130 per hour with a minimum of 4 Hours per site visit with 2-hour billing block thereafter per day.

Overtime rate: \$195 per hour, Saturdays, Sundays, Holidays, Night work or any hours after 8 hours per day. It is understood that all overtime must be approved by the District in writing beforehand.

Inspector is a sole-proprietor without any employees.

All Projects are considered full-time work unless approved by the DSA Field Engineer.

Respectfully,

Christopher Gallup

March 29, 2023

DSA File No. 34-H6
DSA App. No. 02-120684
LEA No. 227

In Care Of: Marlin Jones
Tammy Busch
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571
marlinj@rgkramer.com

Cost Proposal - Testing and Inspection Services

DELTA HIGH SCHOOL/CLARKSBURG MIDDLE SCHOOL CAFETERIA MODERNIZATION
52810 Netherlands Road
Clarksburg, California 95612

Universal Engineering Sciences (UES) is pleased to submit this proposal to provide testing and inspection services for the subject project.

Our budget estimate is based on review of the construction documents and discussions with project personnel. We understand our scope of work would include inspection of earthwork; concrete and rebar and post installed concrete anchors as required by the project documents, as well as preparation of the DSA required documentation.

Based on our experience, we estimate that our fee for the special inspection and testing services required for this project would be approximately **\$33,792.00**. Billing would be only for work performed and determined based on the attached 2023P Schedule of Fees. Please be aware that we bill for our hourly services on a portal-to-portal basis from our nearest office. Also, the construction schedule and the contractor's efficiency affect the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

In order to provide the most efficient and responsive service, scheduling for inspections must be made at least 24 hours in advance of the work. In addition, it is considered essential that the contractor be notified well in advance of your intention to have special inspection and testing performed, so that they are prepared for the required inspections. Please notify us immediately if the inspection is canceled so that you do not incur a trip charge.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

Our agreement for this work is attached to this proposal. If this proposal is acceptable, please sign the agreement and return it to us as our written authorization to proceed. We will return a fully executed copy of the agreement to you for your files. Please inform us if wet signed copies of the agreement are required. If that is the case, please print sign and return two copies of the agreement to our office. We will then return a fully executed copy by US mail for your files.

Universal Engineering Sciences (UES)



Karlton Windhorst
Project Manager

Attachments: Budget Estimate
Construction Testing Services Agreement
2023P Fee Schedule

	Unit	Cost (\$) Per Unit	Estimated Days	Estimated Quantity	Total
SOILS TESTING AND INSPECTION					
Grading Inspection/Testing	hour	\$ 135.00	3	4	\$ 1,620.00
Utility Trench Backfill Testing	hour	\$ 135.00	5	4	\$ 2,700.00
Flatwork Subgrade Inspection/Testing	hour	\$ 135.00	5	4	\$ 2,700.00
Flatwork Aggregate Base Inspection/Testing	hour	\$ 135.00	3	4	\$ 1,620.00
Pavement Subgrade Inspection/Testing	hour	\$ 135.00	3	4	\$ 1,620.00
Pavement Aggregate Base Inspection/Testing	hour	\$ 135.00	2	4	\$ 1,080.00
Structure Backfill Inspection/Testing	hour	\$ 135.00	2	4	\$ 1,080.00
Laboratory Testing					
ASTM D1557 Curve	each	\$ 295.00	N/A	3	\$ 885.00
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Supervising Technician	hour	\$ 135.00	2	1	\$ 270.00
Senior Engineer	hour	\$ 225.00	N/A	4	\$ 900.00
Mileage	Mile	\$ 0.80	23	30	\$ 552.00
SOILS TOTAL					\$ 15,027.00
CONCRETE TESTING AND INSPECTION					
Concrete Mix Design Review by Senior Engineer	hour	\$ 225.00	1	1	\$ 225.00
Reinforcing Steel Sampling and Tagging	hour	\$ 130.00	4	3	\$ 1,560.00
Batch Plant Inspection	hour	\$ 125.00	5	1	\$ 625.00
Concrete Placement T&I					
Slab Infills	hour	\$ 125.00	4	4	\$ 2,000.00
Housekeeping Pads	hour	\$ 125.00	1	4	\$ 500.00
Retrieve Test Samples	hour	\$ 125.00	5	2	\$ 1,250.00
Laboratory Testing					
Concrete Test Cylinders - 5 sets of 5	each	\$ 32.00	N/A	25	\$ 800.00
Reinforcing Steel Tensile Testing	each	\$ 100.00	N/A	6	\$ 600.00
Reinforcing Steel Bend Testing	each	\$ 55.00	N/A	6	\$ 330.00
CONCRETE TOTAL					\$ 7,890.00
POST-INSTALLED CONCRETE ANCHORS TESTING AND INSPECTION					
Concrete Anchor Installation Inspection	hour	\$ 130.00	8	4	\$ 4,160.00
Concrete Anchor Proof Load Testing	hour	\$ 150.00	4	5	\$ 3,000.00
Concrete Anchor Torque Testing	hour	\$ 130.00	4	3	\$ 1,560.00
ANCHOR TOTAL					\$ 8,720.00
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Project Administration	hour	\$ 130.00	4	1	\$ 520.00
Senior Engineer - Report Review / DSA Documentation	hour	\$ 225.00	3	1	\$ 675.00



	Unit	Cost (\$) Per Unit	Estimated Days	Estimated Quantity	Total
Mileage	Mile	\$ 0.80	30	40	\$ 960.00
PROJECT ADMINISTRATION TOTAL					\$ 2,155.00
PROJECT TOTAL					\$ 33,792.00

BUDGET ASSUMPTIONS:



THIS AGREEMENT, effective as of March 29, 2023, is by and between River Delta Unified School District (“Client”) and River City Geoprosessionals, Inc., dba Universal Engineering Sciences (“UES”).

THE PROJECT: DELTA HIGH SCHOOL/CLARKSBURG MIDDLE SCHOOL CAFETERIA MODERNIZATION

THE PROJECT is generally described as:

General modernization of cafeteria building and related site work.

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- General Conditions for Construction Testing Services;
• UES’s Scope of Services Letter and,
• UES’s Schedule of Fees (Exhibit A).

UES agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT:

UES:

Signature: _____

Print Name: _____

Karlton Windhorst

Title: _____

Project Manager

Company: River Delta Unified School District

River City Geoprosessionals, Inc., dba
Universal Engineering Sciences

Address: 445 Montezuma Street

3410 W. Hammer Lane, Suite F

Rio Vista, California 94571

Stockton, CA 95219

Date: _____

GENERAL CONDITIONS FOR CONSTRUCTION TESTING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which **Universal Engineering Sciences (UES)** is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by **UES** as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

UES will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If **UES** provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by **UES** on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. **UES** will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. **UES's** Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against **UES** resulting from its failure to perform recommended additional Services that Client has not authorized **UES** to perform, and any claim that **UES** failed to perform services that Client instructs **UES** not to perform.

2.3.2. Biological Pollutants. **UES's** SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. **UES's** SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that **UES** has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless **UES** from all claims by any third party concerning Biological Pollutants, except for damages caused by **UES's** sole negligence.

3. PAYMENTS TO UES

3.1. Basic Services. **UES** will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF FEES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. **UES** will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by **UES**. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that **UES** shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay **UES** at the rates set forth in the attached SCHEDULE OF FEES.

3.4.1. Changes to Rates. Client and **UES** agree that the SCHEDULE OF FEES is subject to periodic review and amendment, as appropriate to reflect **UES's** then-current fee structure. **UES** will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee

structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and UES and Client cannot agree upon a new fee structure within 30 days after notice, UES may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs UES in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless UES from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. If the Client is an LLC or LLP, the person signing this agreement shall be personally responsible for payment of all invoices and late fees.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. UES offers different levels of Geotechnical Engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, UES will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, either express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of UES's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by UES and that UES does not warrant or guarantee the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If UES's SCOPE OF SERVICES includes observation and/or testing during the course of construction, UES may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. UES will participate in job site meetings as requested by Client or Client's designated representative, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as UES deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, UES may inform Client of the progress of the geotechnical aspects of the Work. Client understands that UES may not be on site continuously; and, unless expressly agreed otherwise, UES will not observe all of the Work.

6.1.2. Contractor's Performance. UES does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of UES's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can UES be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of UES.

6.1.3. Contractor's Responsibilities. UES will not supervise, direct or have control over the Work nor will UES have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, UES will provide Client with a written report summarizing the tests and observations, if any, made by UES.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, UES will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. UES will review such submittals solely for general conformance with UES's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by UES on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. UES's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with **UES** in any manner necessary and within its ability to facilitate **UES's** performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for **UES** to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. **UES** will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that **UES's** operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply **UES** with all information and documents in Client's possession or knowledge which are relevant to **UES's** Services. Client warrants the accuracy of any information supplied by it to **UES** and acknowledges that **UES** is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify **UES** of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to **UES**, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by **UES** to any such structure or utility not so designated. **UES** is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to **UES**.

8. CHANGED CONDITIONS

If **UES** discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), **UES** will notify Client in writing of the Changed Conditions. Client and **UES** agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If **UES** and Client cannot agree upon amended terms and conditions within 30 days after notice, **UES** may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that **UES's** Services under this Agreement are limited to geotechnical engineering and that **UES** has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that **UES** execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) **UES** believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) **UES** believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) **UES** has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by **UES** is limited to an expression of professional opinion based upon the Services performed by **UES**, and does not constitute a warranty or guaranty, either express or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of **UES**, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "**UES Entities**"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by **UES** under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in **UES's** Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, **UES** and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in **UES's** fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, **UES** agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by **UES's** negligent performance of its Services under this Agreement and

proportionate the degree of fault of **UES**. Notwithstanding the foregoing, **UES** has no immediate obligation to provide the defense of any indemnified party for claims, suits, liabilities, damages, expenses alleged to have been caused by the negligent performance of professional services performed by **UES**. **UES** agrees to reimburse indemnified parties their reasonable cost of defense ultimately determined by an arbiter or Court of competent jurisdiction to have been caused by **UES's** negligent performance of professional services and proportionate to **UES's** fault.

11.2.2. Indemnification of UES. Client will indemnify and hold harmless **UES Entities** from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by **UES's** sole negligence, Client expressly agrees to defend, indemnify and hold harmless **UES Entities** from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor **UES** will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If **UES** provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. UES's Insurance. **UES** will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$2,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name **UES** as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name **UES** and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, **UES** and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. **UES** will return all such documents to Client upon request but may retain file copies of such documents.

13.2. UES's Documents. Unless otherwise agreed in writing, all documents and information prepared by **UES** or obtained by **UES** from any third party in connection with the performance of Services, including, but not limited to, **UES's** reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of **UES**. **UES** has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by **UES** are solely for use by Client and will not be provided by either party to any other person or entity without **UES's** prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by UES. **UES** retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. **UES** may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes)

transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by **UES** in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, **UES's** electronic Documents and media will conform to **UES's** standards. **UES** will provide any requested electronic Documents for a 30-day acceptance period, and **UES** will correct any defects reported by Client to **UES** and provide one round of reasonable editorial revisions during this period. **UES** makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without **UES's** express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without **UES's** express prior written consent. Client waives any and all claims against **UES** resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless **UES** from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without **UES's** prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If **UES** provides laboratory testing or analytic Services, **UES** will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by **UES** and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

UES will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. **UES** may subcontract for the services of others without obtaining

Client's consent if **UES** deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by **UES**. **UES** may terminate this Agreement if Client suspends **UES's** Services for more than 60 days and Client will pay **UES** as set forth under Section 18, "Termination." If Client suspends **UES's** Services, or if Client or others delay **UES's** Services, Client and **UES** agree to equitably adjust: (1) the time for completion of the Services; and (2) **UES's** compensation in accordance with **UES's** then current SCHEDULE OF FEES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by **UES** for demobilization and subsequent remobilization.

17.2. Liability. **UES** is not liable to Client for any failure to perform or delay in performance due to circumstances beyond **UES's** control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, pandemics, epidemics, adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. **UES** and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for **UES's** material breach of this Agreement, Client will pay **UES** for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with **UES's** then current SCHEDULE OF FEES.

19. DISPUTES

19.1. Mediation. All disputes between **UES** and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the

dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the State of California. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state and county in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of UES's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms

and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions

EXHIBIT A
UES Schedule of Fees

PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$ 225.00	per hour
Senior Engineer / Geologist / Hydrogeologist	\$ 220.00	per hour
Senior Environmental Scientist	\$ 220.00	per hour
Project Engineer / Geologist	\$ 180.00	per hour
Project Environmental Scientist	\$ 180.00	per hour
Senior Staff Engineer / Geologist	\$ 165.00	per hour
Senior Staff Environmental Scientist	\$ 165.00	per hour
Staff Engineer / Geologist	\$ 155.00	per hour
Staff Environmental Scientist	\$ 155.00	per hour
Senior Environmental Technician	\$ 130.00	per hour
Senior / Supervising Technician	\$ 130.00	per hour
Draftsperson / GIS Technician	\$ 125.00	per hour
Administrative Assistant	\$ 95.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$ 215.00	per hour
Thermal Resistivity Testing	\$ 215.00	per hour
Electrical Resistivity Survey	\$ 215.00	per hour
Hand Augering/Sampling - Engineer	\$ 190.00	per hour
Photoionization Detector	\$ 220.00	per hour
Rebar Location / GPR	\$ 345.00	per hour

LITIGATION

Data Review/Consultation	\$ 375.00	per hour
Depositions/Expert Witness Testimony	\$ 475.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$ 0.80	per mile
Subsistence	\$ 125.00	per day
Lodging	Cost	plus 20%
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$ 50.00	each
Color photography versions	\$ 65.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus 40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus 75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.

FIELD SERVICES

CONCRETE & REINFORCING STEEL

Table with 2 columns: Service Name and Price/Unit. Includes items like Ball Penetration (Kelly Ball) at \$150.00/hr, Batch Plant Inspection at \$125.00/hr, CaCl Moisture Emission Test Kit at \$45.00/kit, etc.

SOILS & ASPHALT CONCRETE

Table with 2 columns: Service Name and Price/Unit. Includes items like Asphalt Concrete Inspection / Testing at \$135.00/hr, Asphalt Concrete Materials Sampling at \$135.00/hr, Building Pad Special Inspection / Testing at \$135.00/hr, etc.

CORING

Table with 2 columns: Service Name and Price/Unit. Includes Coring (Technician + equipment) at \$150.00/hr and Coring (Technician assistant) at \$125.00/hr.

SPECIALIZED SERVICES

Table with 2 columns: Service Name and Price/Unit. Includes Coefficient of Friction Testing at \$165.00/hr, Crack Monitoring (**), Epoxy / FRP Installation Inspection at \$125.00/hr, etc.

POST-INSTALLED ANCHORS

Table with 2 columns: Service Name and Price/Unit. Includes Concrete Anchor Installation Inspection at \$130.00/hr, Concrete Anchor Proof Load Testing at \$150.00/hr, etc.

STRUCTURAL STEEL

Table with 2 columns: Service Name and Price/Unit. Includes Fireproofing Special Inspection / Testing at \$130.00/hr, High Strength Bolt Skidmore Testing at \$150.00/hr, etc.

MASONRY

Table with 2 columns: Service Name and Price/Unit. Includes In-Place Masonry Flatjack Testing at \$190.00/hr, In-Place Masonry Shear Testing at \$150.00/hr, etc.

GENERAL

Table with 2 columns: Service Name and Price/Unit. Includes Inspection / Testing Cancelled (*), Reinspection / Retesting (*), Stand-by Time (*).

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:
a) Single trip pickup and delivery services, where a one hour minimum will apply.
b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.

LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI) - Wet Method	ASTM D4318	\$ 185.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$ 70.00	each
Compaction Characteristics	ASTM D698	\$ 295.00	each
Compaction Characteristics	ASTM D1557	\$ 295.00	each
Compaction Characteristics	CTM 216	\$ 295.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$ 560.00	each
Consolidation (additional loads)	ASTM D2435	\$ 90.00	each
Expansion Index	ASTM D4829	\$ 225.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$ 470.00	each
Lime-Treated Unconfined Compression	CTM 373	\$ 895.00	each
Moisture Content	ASTM D2216	\$ 48.00	each
Organic Content	ASTM D2974	\$ 115.00	each
Particle-Size Distribution - Hydrometer	ASTM D7928	\$ 195.00	each
Particle-Size Distribution - Sieve Analysis	ASTM D6913	\$ 130.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$ 355.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$ 310.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$ 110.00	each
Specific Gravity of Soils	ASTM D854	\$ 160.00	each
Thermal Resistivity	ASTM D5334	\$ 90.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$ 380.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$ 295.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$ 465.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$ 360.00	each
Unconfined Compression Test	ASTM D2166	\$ 130.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$ 48.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$ 70.00	each
Clay Lumps and Friable Particles	ASTM C142	\$ 180.00	per size
Cleanness Value	CTM 227	\$ 195.00	each
Correction of Unit Weight & Water Content for Oversize Particles	ASTM D4718	\$ 135.00	each
Durability Index (Coarse or Fine)	CTM 229	\$ 190.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$ 140.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205, AASHTO T335	\$ 140.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$ 75.00	each
Resistance "R" Value - Aggregate	CTM 301	\$ 355.00	each
Sand Equivalent, 1 point	CTM 217, AASHTO T176	\$ 125.00	each
Sand Equivalent, 3 points	CTM 217, AASHTO T176	\$ 160.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202, AASHTO T27	\$ 130.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117, AASHTO T11	\$ 110.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$ 190.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$ 145.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	CTM 382,AASHTO T308	\$ 300.00	each
Asphalt Content Correction Factor Development	CTM 382,AASHTO T308	\$ 590.00	each
Hveem Compaction, Unit Weight, and Stability	ASTM D1560/D2726		
	CTM 304/308, AASHTO T166	\$ 385.00	set of 3
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$ 405.00	each
Moisture Content of Asphalt Mixtures	CTM 370, AASHTO T329	\$ 90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202, AASHTO T30	\$ 200.00	each

LABORATORY SERVICES

ASPHALT CONCRETE (continued)

Theoretical Maximum Density	ASTM D2041, CTM 309, AASHTO T209	\$ 190.00	each
Thickness of AC Cores	ASTM D3549	\$ 32.00	each
Unit Weight of AC Cores	CTM 308, AASHTO T166/T275	\$ 75.00	each

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$ 32.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$ 29.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$ 90.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$ 120.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$ 50.00	each
Concrete Cylinder Mold		\$ 8.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$ 120.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$ 135.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157, AASHTO T160	\$ 240.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$ 95.00	each
Compression Test, Lt. Wt. Insulating Concrete	ASTM C495	\$ 100.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$ 85.00	each
Modulus of Rupture	ASTM C67	\$ 90.00	each
Absorption	ASTM C67	\$ 100.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$ 100.00	each
Absorption & Moisture Content	ASTM C140	\$ 100.00	each
Linear Drying Shrinkage	ASTM C426	\$ 250.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$ 170.00	each
Compression Test, Masonry Grout	ASTM C1019	\$ 55.00	each
Compression Test, Mortar	ASTM C780/C109	\$ 50.00	each
Core Shear Test	CBC Section 2105A	\$ 110.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$ 130.00	each
Fireproofing Density Test	ASTM E605	\$ 115.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$ 100.00	each
Bolt - Proof Load Test	ASTM F606	\$ 100.00	each
Bolt - Hardness Test	ASTM E18	\$ 50.00	each
Nut - Proof Load Test	ASTM F606	\$ 100.00	each
Nut - Hardness Test	ASTM E18	\$ 50.00	each
Washer - Hardness Test	ASTM E18	\$ 50.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$ 420.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$ 100.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$ 130.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$ 55.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$ 115.00	each
Sizes Larger Than 3/4"	ASTM A370	\$ 125.00	each
Machining of Test Specimens		cost	plus 20%
Structural Steel Hardness Test	ASTM E18	\$ 90.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$ 90.00	per test
Welder Qualification Test Inspection		\$ 110.00	per hour
Welder Qualification Test Record		\$ 105.00	each
Laboratory Technician		\$ 110.00	per hour

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: 2

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 18

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

SUBJECT:

Request to Approve the Contract with Kitchens to Go by Mobile Modular for the Temporary Kitchen for Delta High School and Clarksburg Middle School Cafeteria during the construction of Cafeteria Modernization Bond Project

BACKGROUND:

On February 15, 2022, the Board approved the Master Plan for the Measure J and K Facilities Bond Programs. Included in the Master Plan was modernization of the Cafeteria at Delta High School. Bids for the construction work were received on April 20, 2023, and it is the intent to submit to the Board for award in June pending resolution of some cost issues. During construction, the kitchen will not be available to prepare meals. The kitchen currently produces meals for Delta High School, Clarksburg Middle School, and Delta Elementary Charter School. Other arrangements will be required during construction.

STATUS:

RGM Kramer has obtained a proposal from Kitchens To Go, a subsidiary of Mobile Modular to provide a self-contained kitchen trailer to be used by Food Services for food preparation. Additional work will be required during the installation of the trailer to connect to power, water and sewer which is not included in the proposal as well as any Health Department fees.

PRESENTER:

Tammy Busch, Asst. Supe. Of Business Services and Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure K not to exceed \$115,827.

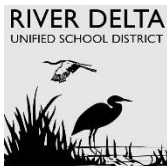
RECOMMENDATION: Staff recommends:

1. Approve entering into an agreement with Kitchens To Go for a temporary kitchen trailer for an amount not to exceed \$115,827 plus applicable sales taxes.
2. Authorize the Superintendent or its designee to approve additional miscellaneous expenditures necessary to connect utilities and obtain Health Department approvals.

Time allocated: 5 minutes

We Keep You Cooking!™

April 10, 2023



Tammy Busch
Assistant Superintendent of Business Services
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571
(707) 374-1715
tbusch@rdusd.org

RE: Temporary Commercial Kitchen Facilities – *Budgetary Proposal*

Dear Tammy:

Thank you for your interest in Kitchens To Go by Mobile Modular (KTG), the leader in both interim and permanent solutions for foodservice providers. KTG offers flexible foodservice facility solutions to continue or expand operations, ensuring business continuity. Whether a planned facilities renovation, expansion, casualty loss or special event, we seamlessly integrate components for a fully functional, health and building code compliant, foodservice solution.

From our recent discussion, we understand that River Delta Unified School District has a need for a relocatable modular kitchen to support foodservice operations at Delta High School. KTG appreciates this opportunity to propose an interim commercial kitchen solution that will meet the project requirements. Please find below our current understanding of your project and proposed facilities, with cost estimates, for your review and consideration.

Project Parameters:

Lease Term:	7 months
Lease Start:	07/14/2023
Site Location:	Clarksburg, CA 95612
Type Kitchen:	Mobile
Utilities:	
Water	By client
Water Quality	Testing Required
Gray Water	By client
Electricity	By client
Gas	By client

Recommendations:

- W397 36' Fifth Wheel (*Diagram Attached*)
- (1) ADA Straight Line Ramp

Monthly Cost: **\$9,240**

Set-Up and Dismantle:

Factory Preparation of all Units
Set-up, Block and Level of all Units
On-site Tuning and Training on Equipment
Tear Down and Removal of all Units

Basic one Time Cost: **\$21,235**

Cost driven in part by final division of set-up work between KTG & client's General Contractor & site conditions.

Cleaning Charge: **\$2,500**

Typical charge which may be adjusted lower or higher dependent upon the cleanliness of the equipment when returned.

Transportation:

Delivery and Return of Major Components

The roundtrip transportation is estimated and will be billed at \$27,412

Should the cost of transportation increase between the time of this proposal and the date of transportation, the transportation will be charged at cost plus 15% handling.

SUMMARY OF ESTIMATED COSTS

Monthly Lease for 7 month term	\$64,680
Set Up and Dismantle	\$21,235
Cleaning Charge	\$2,500
<u>Transportation Estimate</u>	<u>\$27,412</u>
TOTAL	\$115,827 plus applicable taxes

Please Note:

- o Kitchens To Go continues to support the needs of our clients throughout COVID-19. We are doing our very best to control costs and maintain schedules. Nevertheless, due to the constraints imposed to safely prepare and deliver our units, costs related to materials, installation, dismantle, and transportation may be higher than estimated. Unit availability and personnel availability may also impact schedule. We will communicate cost and schedule changes promptly when they occur
- o Units are subject to availability
- o All prices quoted are valid for **10 days** from the date of this letter.

Scope of Work - Preliminary Outline:

Kitchens To Go will:

- Provide utility capacity requirements, drawings and specifications clearly defining the utility connection locations and capacities
- Provide shop drawings for use by client in obtaining required permits. Stamped engineered drawings, calculations and/or State approval will result in additional cost.
- Deliver and place temporary kitchen and KTG supplied components
- Install and remove all platforms, decks, stairs and ramps required
- Start-Up and operationally check equipment
- Training on the equipment
- Disassemble and remove unit(s) upon project completion

Client will...

- Liaison with local Authority to obtain and pay all required permits
- Provide a flat substantial surface for placement of the unit(s)
- Provide, connect & disconnect all utilities
- Arrange to have water tested and provide KTG with test results
- Inform KTG if prevailing wage, union wages or certified payroll will be required
- Provide regular maintenance
- Provide exterior lighting and electrical package, when needed
- Return the unit / complex in the same condition it was received

It is hoped that the above framework is responsive to your requirements for information. I will call to follow-up with you shortly. Thank you for your consideration of Kitchens To Go!

Sincerely,



Sam Prosperi
Account Executive
Kitchens To Go by Mobile Modular

General Information

Lease Length:

Three month minimum

Insurance to be provided by Client as outlined in the Equipment Lease:

- Comprehensive, Casualty Coverage and General Liability
- McGrath RentCorp dba Kitchens to Go by Mobile Modular to be named as additional insured
- Amounts are per the Equipment Lease

Security Deposit:

- Equivalent of one month's lease payment
- The Security Deposit is not included in the Summary of Charges in the proposal
- Deposits are fully refundable upon equipment being returned in the same condition as received.

Initial Payment:

Upon signature of lease, an invoice will be sent for the initial payment which will include:

- First months lease amount
- Estimated Transportation charges for delivery and return of equipment
- Installation and dismantle charges
- Cleaning Charges
- Security deposit equal to one month's lease payment

Site Conditions:

- Required site preparation will be determined by a site inspection, and is the responsibility of the client / contractor
- If the desired elevation requires an elevated foundation it must meet all seismic, weight and structural codes and requirements
- Pricing above is budgetary until a site visit by KTG has been performed. This site visit is required prior to final contract pricing

Utilities:

The following utilities, to be provided by client, will need to be accessible to the placement site.

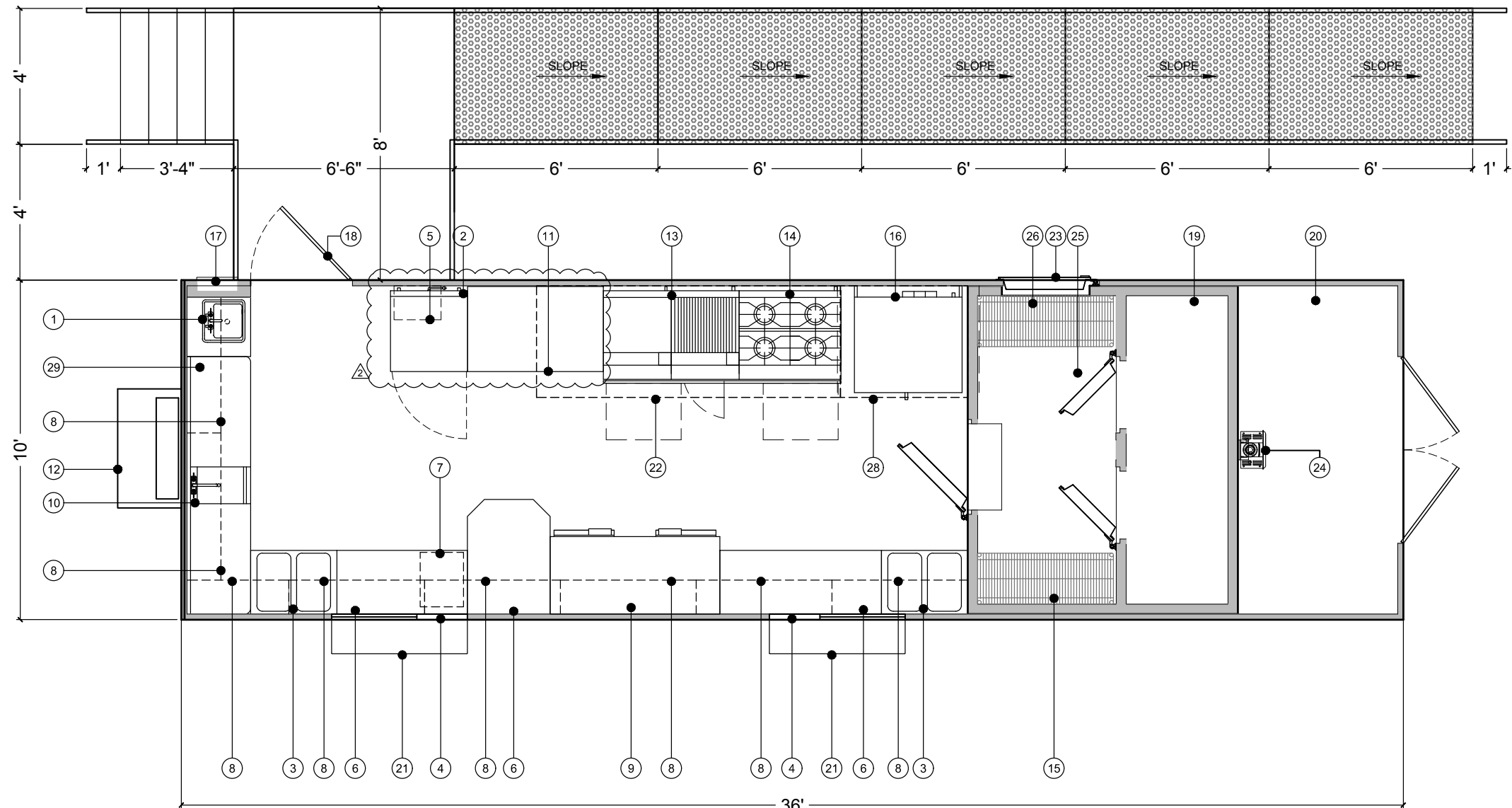
- Fresh water – softened*
- Gray (Waste) Water with Grease Trap
- Electricity: Electrical requirements vary by unit depending on equipment
- Propane/Natural Gas: The client will select the gas to use. (All electric units are available)

* Any water supply with over 3 grains per gallon is considered hard water and requires conditioning. In addition, there are corrosive elements and compounds in many water systems that can damage equipment especially convection steamers, combination steamer ovens, dish machines and water heaters. To prevent potential damage to the Equipment, client agrees to obtain a water sample of the water that will be supplied to the Equipment using a water sample kit provided by KTG. Pricing for testing is included in the installation costs shown in the proposal, however, shipping of the sample to the lab is the client's responsibility

EQUIPMENT LIST:

1.	HAND SINK & SOAP/TOWEL DISPENSER W/ LH SIDE SPLASH GUARD
2.	UNDERCOUNTER REFRIGERATOR - 27"
3.	2-COMP HOT FOOD TABLE
4.	PASS THRU SERVICE WINDOW
5.	FIRE SUPPRESSION SYSTEM
6.	STAINLESS STEEL COUNTER W/ UNDERSHELF
7.	UTENSIL DRAWER
8.	STAINLESS STEEL SHELF
9.	UNDERCOUNTER REFRIGERATOR
10.	3- COMPARTMENT SINK W/ LIFT-UP COUNTER
11.	STAINLESS STEEL WORK TABLE - 48" X 30"
12.	HVAC UNIT
13.	24" GRIDDLE/24" CHARBROILER W/ STD OVEN BELOW
14.	4 OPEN BURNER RANGE W/ STD OVEN BELOW
15.	48" 4-TIER SHELF
16.	DUAL STACK CONVECTION OVEN
17.	ELECTRICAL PANEL
18.	ENTRY DOOR
19.	REACH-IN FREEZER COMPARTMENT
20.	GENERATOR COMPARTMENT
21.	STAINLESS STEEL CONDIMENT COUNTER
22.	STAINLESS STEEL CANOPY HOOD
23.	LOADING HATCH CLOSED
24.	WATER HEATER
25.	WALK-IN REFRIGERATOR
26.	48" 3-TIER SHELF
27.	STAINLESS STEEL TABLE
28.	STAINLESS STEEL BOX HOOD
29.	MOP SINK UNDER DRAIN BOARD

FINISH SCHEDULE	
FLOOR:	ALUMINUM TREADBRITE
	.100 X 48" X 192"
CEILING:	ALUMINUM STUCCO
	0.032 X 48" X 96"
WALLS:	ALUMINUM STUCCO
	0.032 X 48" X 96"
COUNTER:	STAINLESS STEEL 14GA
EQUIPMENT:	PERMANENTLY SECURED TO STRUCTURE



8/1/2018 9:50:35 AM

KITCHENS TO GO
Built by CARLIN

466 WEST FALLBROOK AVE.
 SUITE 106
 FRESNO, CA. 93711
 559-276-0123
 www.carlinmfg.com
 www.k-t-g.com

CARLIN
 Manufacturing

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SUBMITTAL SET

REV.	DATE	DESCRIPTION	NAME
2	07-11-18	CHANGED EQUIPMENT	HB
1	06-25-18	CHANGED EQUIPMENT	DN

DELTA 1 | REV. 3

Drawn By: DN	Approved By: -
QUOTE NUMBER L18-032	UNIT NUMBER W582
11x17 SCALE: 1/4" = 1'-0"	
22x34 SCALE: 1/2' = 1'-0"	

INTERIOR FLOOR PLAN & EQUIPMENT LIST

Sheet **I-101**

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: 4

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 19

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

SUBJECT:

Request to Approve the Consulting Contract with Wilson Architecture; RGM Kramer, Inc., Project Program and Master Budget for the Clarksburg Middle School Restroom Modernization Project.

BACKGROUND:

The restrooms at Clarksburg Middle School were last modernized in 1991. On April 11, 2023, the Board approved proceedings with modernization of the restrooms.

Status:

RGMK has prepared the attached draft scope of work for the project. RGM Kramer has also prepared a preliminary master budget, obtained a proposal for architectural services from Wilson Architecture and prepared a proposal for CM services.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright,
Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure K not to exceed \$1,390,500.

RECOMMENDATION: Staff recommends:

1. The Board approve the attached preliminary program and scope of work.
2. The Board approve the attached preliminary master budget.
3. The Board approve the attached proposal from Wilson Architecture in the amount of \$61,100.
4. The Board approve the attached proposal from RGM Kramer, Inc. in the amount of 77,500.
5. The Superintendent be authorized to approve additional miscellaneous consulting services and expenses provided for in the budget in accordance with existing Board policy as may be required to complete the design and obtain approval from DSA.

Time allocated: 5 minutes

Clarksburg Middle School Restroom Modernization

Proposed Scope of Work`

CMS Restrooms Scope of Work

- Reconfigure Boys and Girls Restrooms as required to meet ADA requirements
- Replace all restroom finishes
- Replace all toilet fixtures
- Install new toilet partitions and accessories
- Install new ADA signage
- Path of travel upgrades if required
- Install new exhaust fan(s)
- New LED lighting
- Other improvements as may be required

MASTER BUDGET SUMMARY



District Name: River Delta USD
 Site Name: Clarksburg Middle School
 Description: Restroom Modernization
 RGMK Project #: 22002
 Buildings: 1
 Square Feet: 350 SF

4/25/2023

X Preliminary
 Pre Final
 Final

Preliminary

Description	Amount	Comments
A. SITE		
1 SITE ACQUISITION/APPRAISAL/TITLE	\$ -	
2 SURVEY	\$ -	
3 SITE SUPPORT - BOND FEES	\$ -	
4 LEGAL FEES - Allowances	\$ 5,000	Allowance
5 OTHER (EIR/Negative Declaration)	\$ 5,000	Allowance
6 OTHER	\$ -	
SITE SUBTOTAL	\$ 10,000	
B. PLANS		
1 ARCHITECT'S FEE FOR PLANS PROJECT PROGRAMING	\$ 61,100	Per Proposal
2 DSA FEES	\$ 14,900	Per DSA Scale
DSA HOURLY FEES ALLOWANCE	\$ -	
4 HEALTH DEPARTMENT	\$ -	
5 ENERGY ANALYSIS FEES	\$ -	
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ -	
7 PRELIMINARY TESTS		
A. SOILS	\$ -	
B. OPSC & YRE CONSULTANTS	\$ 5,000	Allowance
C. BIDDING AND ADVERTISING	\$ 3,000	Allowance
D. ENGINEERING/CONSULTING	\$ -	
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 10,000	Allowance
8 ADMINISTRATIVE COSTS	\$ -	
PLANS SUBTOTAL	\$ 94,000	
C. CONSTRUCTION		
1 A. UTILITY SERVICE FEES	\$ -	
B. UTILITY SERVICE IMPROVEMENTS	\$ -	
2 OFF-SITE DEVELOPMENT	\$ -	
3 SERVICE SITE DEVELOPMENT	\$ -	
4 GENERAL SITE DEVELOPMENT	\$ -	
5 MODERNIZATION	\$ 1,000,000	
6 INTERIM HOUSING	\$ -	
7 NEW CONSTRUCTON	\$ -	
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ -	
B. SPECIAL ACCESS COMPLIANCE	\$ -	
C. TECHNOLOGY ALLOWANCE	\$ -	
9 ENVIRONMENTAL ABATEMENT	\$ -	In modernization cost
10 AIR MONITOR CLEARANCE	\$ 10,000	Allowance
11 PROJECT MANAGEMENT	\$ 77,500	Per contract scale
12 OTHER (ITEMIZE)		
A. Labor Compliance	\$ -	
B. MOVING/STORAGE (District Expense)	\$ -	
C. UNDERGROUND UTILITY SEARCH	\$ -	
CONSTRUCTION SUBTOTAL	\$ 1,087,500	
D. TESTS (CONSTRUCTION LAB)	\$ 10,000	Allowance
E. INSPECTION (IOR)	\$ 39,000	Allowance
F. FURNITURE AND EQUIPMENT	\$ -	
G. CONTINGENCIES	\$ 150,000	15% of Construction Cost
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 1,390,500	



WILSON ARCHITECTURE, INC.

609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX
arcnorm@pacbell.net

PROPOSAL/AGREEMENT

When returning this document to Wilson Architecture, Inc. please return all pages (by fax or mail). Thank you.

April 20, 2023

Katherine Wright
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

**RE: Boys / Girls Multi Stall Restroom
Renovations @ Clarksburg MS**

Dear Ms. Wright,

We have reviewed the information forwarded to our office for the work by Marlin Jones at RGMK. We understand that we will need to develop approval and bidding plans to renovate (2) existing multi stall boys and girls restrooms, install new fixtures, flooring, and finishes along with other items required for DSA compliance. This project will be submitted to DSA for review and approval.

Based on the information received, our office will prepare the architectural site plan, floor plans, renovation plans necessary, and other related drawings and details to obtain DSA approval and receive bids from various contractors and proceed with the work.

The District will supply as-built site drawings, as necessary, acknowledged by the District that the original building drawings may not fully show the on site conditions at the present time or any past remodels/modification done to the building.

Note this work based on DSA standards will require upgrades to the current Path-of-Travel (P.O.T.), parking, staff restroom upgrades, and possible drinking fountain. A civil survey/topo and grading design maybe required to comply with some of the site upgrades.

Our fee for the above project will be \$61,100.00.



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Boys / Girls Multi Stall Restroom Renovations @ Clarksburg MS

April 20, 2023

Page 2

Reimbursables are in addition to the Fee as quoted above. Reimbursables include, but are not limited to: large format prints/copies, xerox copies, shipping, mileage, and postage. We estimate the reimbursables for this project to be \$600.

Excluded from our fees:

1. Payments of submittal/permit fees with DSA or any jurisdictions.
2. Prints and reproducibles will be billed separately in addition to our fee.
3. No civil surveying / grading design is included in this proposal.

All billings will be monthly as work is completed with carrying charges at 1½% monthly (18% Annually) on any amount unpaid for 10 days. Payment of invoices from Wilson Architecture, Inc. are not contingent on receipt of any loan proceeds, draws from loans/lines, escrow proceeds, payments from any Financial Institutions/Government Agencies, and/or tenant(s)/lessee(s). A copy of our "Standard Provisions of Agreement" (attached) are hereby part of this agreement. All permit and application fees, any required engineering, reimbursables, planning approval for uses is not part of the scope of work.

Please review this information and confirm by signing below and returning (1) copy by fax immediately and the original by mail. Please attach any necessary billing information or purchase order numbers required.

The "Standard Provisions of Agreement" are part of this agreement and are attached hereto.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Norman E. Wilson
License #C10851

NEW:jph K:\WPData\Contracts\232764 River Delta USD Clarksburg MS Restroom Renovations.frm



TO: Katherine Wright, River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: Boys / Girls Multi Stall Restroom Renovations @ Clarksburg MS

April 20, 2023
 Page 3

By signing this, I state that I am authorized representative to sign for the company / partnership / corporation / limited liability company / government agency as indicated in this document and agree to the terms and conditions set out in this agreement and have received the "Standard Provisions of Agreement" as part of this agreement.

Approved
 River Delta Unified School District

April 20, 2023

Authorized Signature

Date

Name and Title

Purchase Order/Internal #: _____



TO: Katherine Wright, River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: Boys / Girls Multi Stall Restroom Renovations @ Clarksburg MS

April 20, 2023
 Page 4



WILSON ARCHITECTURE, INC.
 609 15TH STREET
 MODESTO, CA 95354-2510
 (209) 577-0114
 (209) 577-0116 FAX

Job #: 232764

CURRENT BILLING INFORMATION

Name/Address: Katherine Wright
 River Delta Unified School District
 445 Montezuma Street
 Rio Vista, California 94571

REVISED BILLING INFORMATION

Name:	
Address:	
City, State & Zip:	
Contact:	
Phone No.:	
Fax No.:	

Approved By:	
Date:	



STANDARD PROVISIONS OF AGREEMENT

The Client and Architect agree that the following provisions shall be part of their agreement.

1. The client binds itself and its, successors, and assigns to the Architect of this agreement in respect to all of the terms and conditions of this agreement. Architect, as used hereinafter in the agreement, shall be the Architect and his separate engineering consultants, if any.
2. Neither the client nor Architect shall assign his interest in this agreement without the written consent of the other which will not be unreasonably withheld.
3. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
4. Architect and Client hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Architect against Client or Client against Architect on any matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of Architect and Client, Client use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other necessary disbursements in addition to any other releases he may be entitled. Client and Architect hereby agree that if any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing becomes necessary to enforce or interpret the terms of this agreement, the place of venue shall be Stanislaus County, California.
5. All original papers, documents, copies, and computer tapes and files thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the sole property of the Architect. Services provided within this agreement are for the exclusive use of the client for the project only. The client may retain one reproducible sets of drawings plus prints of such work for project reference only and shall not reuse documents for other projects, and shall further hold the architect harmless from use of drawings for whatever purpose.
6. The Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Architect shall not be responsible for fluctuations in cost factors, or partial or overall costs.
7. Architect does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, not is he responsible for their acts or omissions.
8. In the event that any changes are made in the plans and specifications by the client or persons other than Architect, which affects the Architect's work, any and all liability arising out of such changes is waived as against the Architect and the client assumes full responsibility for such changes unless client has given Architect prior notice and has received from Architect written consent for such changes.
9. The Architect is not responsible, and liability is waived by client against Architect, for use by client of any other person of any plans and drawings not signed by Architect. **The Client agrees that the Architect has no responsibility for the design or their respective drawings, for any other items noted as "excluded" from the project on our attached proposal.**
10. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of the Architect.
11. A late payment FINANCE CHARGE (including bookkeeping charges) will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balances commencing 30 days after the date of the original invoice. A written notice of late payment must be given to the Client notifying him of default.
12. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required the said additional work shall be paid by client as extra work.
13. Limitation of Liability: The entire and combined liability of the Architect, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Architect by the Owner for services performed hereunder, due to the limited scope of services.
14. In the event all or any portion of the work prepared or partially prepared by the Architect by suspended, abandoned, or terminated, the client shall pay the Architect for the work performed on the agreed hourly basis, not to exceed any maximum contract amount specified herein.
15. Rights of Lien: The owner and/or client acknowledges and accepts the architects and consultants rights to protect their rights to fair compensation for services performed. The owner herein acknowledges the consultants' right and recourse to file notice of liens, preliminary, and final actions as necessary to protect such rights of collection whether on developed or unimproved lands where professional services have been performed for the owner, or title holder, or optionee of such lands where studies, drawings or other services have been performed under this agreement.
16. All public advertising, mailers, sales information, and other publicity where the building or project, is shown as a significant portion of the advertisement, shall bear the Architect's name with the building/project photos/prints and other advertisements, unless so directed otherwise by the Architect, and shall be done in a professional manner acceptable to the Architect. The Client agrees to allow the Architect to install a job sign on the project.
17. Unless stipulated otherwise, the client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessments fees, engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, travel, courier service, blueprints and reproductions. All such costs shall be charged to client separately on each invoice as reimbursable expenses to this agreement in addition to the fee. Consultants services to the Architect shall be billed at 1.5 x Architect's direct costs when such work is not part of Architect's basic services.
18. Asbestos and other Hazardous Materials: The Architect and his consultants do not perform services related to the identification, containment, design, control, or removal of asbestos or other hazardous materials nor will they assume liability for any damages or costs related to these materials. This includes all hazardous materials including the newly discovered implications or "acid rain" and "indoor pollution".
19. It is understood between the Owner and the Architect that any construction project involves interpretation of codes and information from many sources, and that during the course of construction various items of correction are needed, due to these circumstances and errors/omissions from the drawings, therefore the Owner will provide sufficient construction contingency funds equal to a minimum of 10-15% of project budgets (building) to cover field and change orders and other necessary changes/modifications required for a completed project. The architect will not pay for change orders or back charges, but will provide prompt and free services to correct such oversights as necessary for such related responsibilities.
20. Time for review and recommendations for field and change orders that are not the direct responsibility of the architect or their engineers shall be additional services based on standard hourly rates and charges.
21. This agreement when executed and returned with any other requested documents/fees shall authorize the Architect and Consultants to proceed immediately under the terms of the agreement. This agreement shall automatically terminate twelve (12) months from execution of this agreement or sooner if all services have



- been performed.
22. The Client will supply the Architect all information known about underground site utilities or other underground concerns. The Architect will not be held responsible for job related problems relating to underground items not transmitted to the Architect.
 23. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:
 - a. not less than ten (10) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
 24. This Agreement may be terminated in whole or in part by CLIENT for its convenience; but only after the ARCHITECT is given:
 - a. not less than fifteen (15) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with CLIENT prior to termination.
 25. If termination for default is effected by CLIENT, CLIENT will pay ARCHITECT that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs occasioned to CLIENT by reason of the ARCHITECT's default.
 26. If termination for default is effected by the ARCHITECT, or if termination of convenience is effected by CLIENT, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
 27. Upon receipt or delivery by ARCHITECT of a termination notice, the ARCHITECT shall:
 - a. promptly discontinue all services affected (unless the notice directs otherwise); and
 28. Upon termination, CLIENT may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ARCHITECT shall cease conduction business, CLIENT shall have the right to offer employment to any employee of the ARCHITECT assigned to the performance of this Agreement.
 29. The rights and remedies of CLIENT and the ARCHITECT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
 30. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
 - a. Delays arising from the actions or inactions of one or more of ARCHITECT's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within ARCHITECT's control.
 31. If additional services are required, in addition to the signed contract, written authorization from the CLIENT will be obtained prior to the start of work. The ARCHITECT will request from the CLIENT additional services, by way of a Change Order or Professional Services Supplement. The request for additional services will include our Job Number/Job Description, Scope of Additional Work, Estimated Additional Fee, and Time Frame to complete work. The ARCHITECT may also commence work upon written authorization from the CLIENT in the form of a letter or fax.



Program & Construction Management

April 25, 2023

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

Re: Clarksburg Middle School
Restroom Modernization
Construction Management Fee Proposal

Dear Ms. Wright:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for the Clarksburg Middle School A Restroom Modernization Project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the project to be approximately \$1,000,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost*, %, CM Fee*. Rows include CM Fee Calculation breakdown (8% of first \$500,000, 7.5% of second \$500,000, 7% of next \$1,000,000, 6% of next \$4,000,000, 5% of next \$4,000,000, 4% over \$10,000,000) and a Total row.

*Fee to be adjusted based on final construction cost.

Description	%	Fee
CM Fee Breakdown by Phase:		
Design	15.0%	\$ 11,625
Constructability Review & Estimating	10.0%	\$ 7,750
Plan Check, Bidding & Award	5.0%	\$ 3,875
Construction	65.0%	\$ 50,375
Occupancy & Close-Out	5.0%	\$ 3,875
Total	100.0%	\$ 77,500

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$2,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO
RGM Kramer, Inc.

CC: Tammy Busch, RDUSD
Maria Denny, RGM Kramer, Inc.
Marlin Jones, RGM Kramer, Inc.
Janice Betts, RGM Kramer, Inc.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: 4

From: Tammy Busch, Asst. Superintendent of Business Services

Item Number: 20

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

SUBJECT:

Request to Approve the Consulting Contract with Wilson Architecture; RGM Kramer, Inc., Project Program and Master Budget for the Delta High School Building A Restroom Modernization Project

BACKGROUND:

The restrooms in Building A at Delta High School have been unusable since the last Bond program because they do not meet current ADA requirements. On April 11, 2023, the Board approved proceeding with modernization of the restrooms so that they are working again.

Status:

RGMK has prepared the attached draft scope of work for the project. RGM Kramer has also prepared a preliminary master budget, obtained a proposal for architectural services from Wilson Architecture and prepared a proposal for Construction Management services.

PRESENTER:

Tammy Busch, Asst. Superintendent of Business Services and Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Denney and Ralph Caputo, RGM Kramer

COST AND FUNDING SOURCES:

Measure K not to exceed \$988,405.

RECOMMENDATION: Staff recommends:

1. The Board approve the attached preliminary program and scope of work.
2. The Board approve the attached preliminary master budget.
3. The Board approve the attached proposal from Wilson Architecture in the amount of \$41,250.
4. The Board approve the attached proposal from RGM Kramer, Inc. in the amount of \$55,000.
5. The Superintendent be authorized to approve additional miscellaneous consulting services and expenses provided for in the budget in accordance with existing Board policy as may be required to complete the design and obtain approval from DSA.

Time allocated: minutes

**Delta High School
Building A Restroom Modernization**

Proposed Scope of Work`

DHS Restrooms Scope of Work

- Reconfigure Boys and Girls Restrooms as required to meet ADA requirements
- Replace all restroom finishes
- Replace all toilet fixtures
- Install new toilet partitions and accessories
- Install new ADA signage
- Replace corridor floor covering
- Path of travel upgrades if required
- Install new exhaust fan(s)
- New LED lighting
- Other improvements as may be required

MASTER BUDGET SUMMARY



District Name: River Delta USD
 Site Name: Delta High School
 Description: Building A Restroom Modernization
 RGMK Project #: 21004
 Buildings: 1
 Square Feet: 350 SF

4/25/2023

X Preliminary
 Pre Final
 Final

Preliminary

Description	Amount	Comments
A. SITE		
1 SITE ACQUISITION/APPRAISAL/TITLE	\$ -	
2 SURVEY	\$ -	
3 SITE SUPPORT - BOND FEES	\$ -	
4 LEGAL FEES - Allowances	\$ 5,000	Allowance
5 OTHER (EIR/Negative Declaration)	\$ 5,000	Allowance
6 OTHER	\$ -	
SITE SUBTOTAL	\$ 10,000	
B. PLANS		
1 ARCHITECT'S FEE FOR PLANS PROJECT PROGRAMING	\$ 41,250	Per Proposal
2 DSA FEES DSA HOURLY FEES ALLOWANCE	\$ 10,955	Per DSA Scale
4 HEALTH DEPARTMENT	\$ -	
5 ENERGY ANALYSIS FEES	\$ -	
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ -	
7 PRELIMINARY TESTS		
A. SOILS	\$ -	
B. OPSC & YRE CONSULTANTS	\$ 5,000	Allowance
C. BIDDING AND ADVERTISING	\$ 3,000	Allowance
D. ENGINEERING/CONSULTING	\$ -	
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 10,000	Allowance
8 ADMINISTRATIVE COSTS	\$ -	
PLANS SUBTOTAL	\$ 70,205	
C. CONSTRUCTION		
1 A. UTILITY SERVICE FEES	\$ -	
B. UTILITY SERVICE IMPROVEMENTS	\$ -	
2 OFF-SITE DEVELOPMENT	\$ -	
3 SERVICE SITE DEVELOPMENT	\$ -	
4 GENERAL SITE DEVELOPMENT	\$ -	
5 MODERNIZATION	\$ 700,000	
6 INTERIM HOUSING	\$ -	
7 NEW CONSTRUCTION	\$ -	
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ -	
B. SPECIAL ACCESS COMPLIANCE	\$ -	
C. TECHNOLOGY ALLOWANCE	\$ -	
9 ENVIRONMENTAL ABATEMENT	\$ -	In modernization cost
10 AIR MONITOR CLEARANCE	\$ 10,000	Allowance
11 PROJECT MANAGEMENT	\$ 55,000	Per contract scale
12 OTHER (ITEMIZE)		
A. Labor Compliance	\$ -	
B. MOVING/STORAGE (District Expense)	\$ -	
C. UNDERGROUND UTILITY SEARCH	\$ -	
CONSTRUCTION SUBTOTAL	\$ 765,000	
D. TESTS (CONSTRUCTION LAB)	\$ 7,000	Allowance
E. INSPECTION (IOR)	\$ 31,200	Allowance
F. FURNITURE AND EQUIPMENT	\$ -	
G. CONTINGENCIES	\$ 105,000	15% of Construction Cost
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 988,405	



WILSON ARCHITECTURE, INC.

609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX
arcnorm@pacbell.net

PROPOSAL/AGREEMENT

When returning this document to Wilson Architecture, Inc. please return all pages (by fax or mail). Thank you.

April 20, 2023

Katherine Wright
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

**RE: Boys / Girls Multi Stall Restroom
Renovations @ Delta HS**

Dear Ms. Wright,

We have reviewed the information forwarded to our office for the work by Marlin Jones at RGMK. We understand that we will need to develop approval and bidding plans to renovate (2) existing multi stall boys and girls restrooms, install new fixtures, flooring, and finishes along with other items required for DSA compliance. This project will be submitted to DSA for review and approval. This is to be an "access only" application which means there will be no DSA Site Inspections or closeouts with DSA.

Based on the information received, our office will prepare the architectural site plan, floor plans, renovation plans necessary, and other related drawings and details to obtain DSA approval and receive bids from various contractors and proceed with the work.

The District will supply as-built site drawings, as necessary, acknowledged by the District that the original building drawings may not fully show the on site conditions at the present time or any past remodels/modification done to the building.

Note this work based on DSA standards will require upgrades to the current Path-of-Travel (P.O.T.), parking, staff restroom upgrades, and possible drinking fountain. A civil survey/topo and grading design maybe required to comply with some of the site upgrades.

Our fee for the above project will be \$41,250.00.



TO: Katherine Wright, River Delta Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Boys / Girls Multi Stall Restroom Renovations @ Delta HS

April 20, 2023

Page 2

Reimbursables are in addition to the Fee as quoted above. Reimbursables include, but are not limited to: large format prints/copies, xerox copies, shipping, mileage, and postage. We estimate the reimbursables for this project to be \$600.

Excluded from our fees:

1. Payments of submittal/permit fees with DSA or any jurisdictions.
2. Prints and reproducibles will be billed separately in addition to our fee.
3. No civil surveying / grading design is included in this proposal.

All billings will be monthly as work is completed with carrying charges at 1½% monthly (18% Annually) on any amount unpaid for 10 days. Payment of invoices from Wilson Architecture, Inc. are not contingent on receipt of any loan proceeds, draws from loans/lines, escrow proceeds, payments from any Financial Institutions/Government Agencies, and/or tenant(s)/lessee(s). A copy of our "Standard Provisions of Agreement" (attached) are hereby part of this agreement. All permit and application fees, any required engineering, reimbursables, planning approval for uses is not part of the scope of work.

Please review this information and confirm by signing below and returning (1) copy by fax immediately and the original by mail. Please attach any necessary billing information or purchase order numbers required.

The "Standard Provisions of Agreement" are part of this agreement and are attached hereto.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Norman E. Wilson
License #C10851

NEW:jph K:\WPData\Contracts\232751 River Delta USD Delta HS Restroom Renovations.frm



TO: Katherine Wright, River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: Boys / Girls Multi Stall Restroom Renovations @ Delta HS

April 20, 2023
 Page 3

By signing this, I state that I am authorized representative to sign for the company / partnership / corporation / limited liability company / government agency as indicated in this document and agree to the terms and conditions set out in this agreement and have received the "Standard Provisions of Agreement" as part of this agreement.

Approved
 River Delta Unified School District

April 20, 2023

Authorized Signature

Date

Name and Title

Purchase Order/Internal #: _____



TO: Katherine Wright, River Delta Unified School District
 FROM: Norman Wilson, Wilson Architecture, Inc.
 SUBJECT: Boys / Girls Multi Stall Restroom Renovations @ Delta HS

April 20, 2023
 Page 4



WILSON ARCHITECTURE, INC.
 609 15TH STREET
 MODESTO, CA 95354-2510
 (209) 577-0114
 (209) 577-0116 FAX

Job #: 232751

CURRENT BILLING INFORMATION

Name/Address: Katherine Wright
 River Delta Unified School District
 445 Montezuma Street
 Rio Vista, California 94571

REVISED BILLING INFORMATION

Name:	
Address:	
City, State & Zip:	
Contact:	
Phone No.:	
Fax No.:	

Approved By:	
Date:	



STANDARD PROVISIONS OF AGREEMENT

The Client and Architect agree that the following provisions shall be part of their agreement.

1. The client binds itself and its, successors, and assigns to the Architect of this agreement in respect to all of the terms and conditions of this agreement. Architect, as used hereinafter in the agreement, shall be the Architect and his separate engineering consultants, if any.
2. Neither the client nor Architect shall assign his interest in this agreement without the written consent of the other which will not be unreasonably withheld.
3. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
4. Architect and Client hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Architect against Client or Client against Architect on any matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of Architect and Client, Client use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other necessary disbursements in addition to any other releases he may be entitled. Client and Architect hereby agree that if any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing becomes necessary to enforce or interpret the terms of this agreement, the place of venue shall be Stanislaus County, California.
5. All original papers, documents, copies, and computer tapes and files thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the sole property of the Architect. Services provided within this agreement are for the exclusive use of the client for the project only. The client may retain one reproducible sets of drawings plus prints of such work for project reference only and shall not reuse documents for other projects, and shall further hold the architect harmless from use of drawings for whatever purpose.
6. The Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Architect shall not be responsible for fluctuations in cost factors, or partial or overall costs.
7. Architect does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, not is he responsible for their acts or omissions.
8. In the event that any changes are made in the plans and specifications by the client or persons other than Architect, which affects the Architect's work, any and all liability arising out of such changes is waived as against the Architect and the client assumes full responsibility for such changes unless client has given Architect prior notice and has received from Architect written consent for such changes.
9. The Architect is not responsible, and liability is waived by client against Architect, for use by client of any other person of any plans and drawings not signed by Architect. **The Client agrees that the Architect has no responsibility for the design or their respective drawings, for any other items noted as "excluded" from the project on our attached proposal.**
10. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of the Architect.
11. A late payment FINANCE CHARGE (including bookkeeping charges) will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balances commencing 30 days after the date of the original invoice. A written notice of late payment must be given to the Client notifying him of default.
12. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required the said additional work shall be paid by client as extra work.
13. Limitation of Liability: The entire and combined liability of the Architect, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Architect by the Owner for services performed hereunder, due to the limited scope of services.
14. In the event all or any portion of the work prepared or partially prepared by the Architect by suspended, abandoned, or terminated, the client shall pay the Architect for the work performed on the agreed hourly basis, not to exceed any maximum contract amount specified herein.
15. Rights of Lien: The owner and/or client acknowledges and accepts the architects and consultants rights to protect their rights to fair compensation for services performed. The owner herein acknowledges the consultants' right and recourse to file notice of liens, preliminary, and final actions as necessary to protect such rights of collection whether on developed or unimproved lands where professional services have been performed for the owner, or title holder, or optionee of such lands where studies, drawings or other services have been performed under this agreement.
16. All public advertising, mailers, sales information, and other publicity where the building or project, is shown as a significant portion of the advertisement, shall bear the Architect's name with the building/project photos/prints and other advertisements, unless so directed otherwise by the Architect, and shall be done in a professional manner acceptable to the Architect. The Client agrees to allow the Architect to install a job sign on the project.
17. Unless stipulated otherwise, the client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessments fees, engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, travel, courier service, blueprints and reproductions. All such costs shall be charged to client separately on each invoice as reimbursable expenses to this agreement in addition to the fee. Consultants services to the Architect shall be billed at 1.5 x Architect's direct costs when such work is not part of Architect's basic services.
18. Asbestos and other Hazardous Materials: The Architect and his consultants do not perform services related to the identification, containment, design, control, or removal of asbestos or other hazardous materials nor will they assume liability for any damages or costs related to these materials. This includes all hazardous materials including the newly discovered implications or "acid rain" and "indoor pollution".
19. It is understood between the Owner and the Architect that any construction project involves interpretation of codes and information from many sources, and that during the course of construction various items of correction are needed, due to these circumstances and errors/omissions from the drawings, therefore the Owner will provide sufficient construction contingency funds equal to a minimum of 10-15% of project budgets (building) to cover field and change orders and other necessary changes/modifications required for a completed project. The architect will not pay for change orders or back charges, but will provide prompt and free services to correct such oversights as necessary for such related responsibilities.
20. Time for review and recommendations for field and change orders that are not the direct responsibility of the architect or their engineers shall be additional services based on standard hourly rates and charges.
21. This agreement when executed and returned with any other requested documents/fees shall authorize the Architect and Consultants to proceed immediately under the terms of the agreement. This agreement shall automatically terminate twelve (12) months from execution of this agreement or sooner if all services have



- been performed.
22. The Client will supply the Architect all information known about underground site utilities or other underground concerns. The Architect will not be held responsible for job related problems relating to underground items not transmitted to the Architect.
 23. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:
 - a. not less than ten (10) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
 24. This Agreement may be terminated in whole or in part by CLIENT for its convenience; but only after the ARCHITECT is given:
 - a. not less than fifteen (15) days' written notice of intent to terminate; and
 - b. an opportunity for consultation with CLIENT prior to termination.
 25. If termination for default is effected by CLIENT, CLIENT will pay ARCHITECT that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the ARCHITECT at the time of termination may be adjusted to the extent of any additional costs occasioned to CLIENT by reason of the ARCHITECT's default.
 26. If termination for default is effected by the ARCHITECT, or if termination of convenience is effected by CLIENT, an equitable adjustment in the compensation shall be made, which shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.
 27. Upon receipt or delivery by ARCHITECT of a termination notice, the ARCHITECT shall:
 - a. promptly discontinue all services affected (unless the notice directs otherwise); and
 28. Upon termination, CLIENT may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the ARCHITECT shall cease conduction business, CLIENT shall have the right to offer employment to any employee of the ARCHITECT assigned to the performance of this Agreement.
 29. The rights and remedies of CLIENT and the ARCHITECT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
 30. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
 - a. Delays arising from the actions or inactions of one or more of ARCHITECT's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within ARCHITECT's control.
 31. If additional services are required, in addition to the signed contract, written authorization from the CLIENT will be obtained prior to the start of work. The ARCHITECT will request from the CLIENT additional services, by way of a Change Order or Professional Services Supplement. The request for additional services will include our Job Number/Job Description, Scope of Additional Work, Estimated Additional Fee, and Time Frame to complete work. The ARCHITECT may also commence work upon written authorization from the CLIENT in the form of a letter or fax.



Program & Construction Management

April 25, 2023

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

Re: Delta High School
Building A Restroom Modernization
Construction Management Fee Proposal

Dear Ms. Wright:

In accordance with the Agreement between the District and RGM Kramer, Inc., the following is our fee proposal for construction management services for the Delta High School Building A Restroom Modernization Project.

As set forth in the Agreement, our fee will be a fixed amount based on a percentage of the construction cost. We estimate the construction cost for the project to be approximately \$700,000. The final fees will be adjusted based on the final construction cost. The services to be provided shall be as described in the Agreement for the phases described below.

Our proposed CM fee for this project is as follows:

Table with 4 columns: Description, Estimated Constr. Cost*, %, CM Fee*. Rows include CM Fee Calculation breakdown (8% of first \$500,000, 7.5% of second \$500,000, etc.) and a Total row showing \$700,000 estimated cost and \$55,000 total fee.

*Fee to be adjusted based on final construction cost.

Description	%	Fee
CM Fee Breakdown by Phase:		
Design	15.0%	\$ 8,250
Constructability Review & Estimating	10.0%	\$ 5,500
Plan Check, Bidding & Award	5.0%	\$ 2,750
Construction	65.0%	\$ 35,750
Occupancy & Close-Out	5.0%	\$ 2,750
Total	100.0%	\$ 55,000

RGMK will invoice the District monthly based on the percentage completion for each phase. In addition to the above fees, RGMK will invoice the District for any reimbursable expenses at cost plus 10% as provided for in the Agreement. We do not expect any significant reimbursable expenses and suggest a budget of \$2,500 for such expenses.

If satisfactory, please sign and return one copy for our records.

Respectfully Submitted,



Ralph Caputo, CEO
RGM Kramer, Inc.

CC: Tammy Busch, RDUSD
Maria Denny, RGM Kramer, Inc.
Marlin Jones, RGM Kramer, Inc.
Janice Betts, RGM Kramer, Inc.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: May 9, 2023

Attachments: X

From: Nancy Vielhauer, Asst. Supe of Educational Services

Item Number: 21

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

SUBJECT:

Educational Services is requesting the River Delta Unified School District (RDUSD) Board of Trustees to Authorize Superintendent Wright to Review and Approve on Behalf of the Board, the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2023-2024 School Year.

BACKGROUND:

Each year Migrant Education and RDUSD meet and collaborate on services to bring to the district to support the academic needs of our migrant education students. In order to receive additional funding from the state to support our efforts, a District Service Agreement (DSA) is required to outline the proposed services for both the regular school year and the summer school programming as well.

STATUS:

The proposed services include academic support to elementary, middle and high school students, summer programming for all migrant students (Pre-K to 12th grade), parent workshops and meetings. This approval occurs in the summer, following the final board meeting of the school year on June 27, 2023.

PRESENTER: Nancy Vielhauer, Asst. Supe of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

No cost to the district-all services provided are 100% funded through Migrant Education.

RECOMMENDATION:

That the Board authorize Superintendent Wright to review and approve on behalf of the Board, the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2023-2024 school year.

Time allocated: 3 minutes

Migrant Education Plan

Region 2 - River Delta Joint Unified - DSA

July 1, 2023 - June 30, 2024

DRAFT

Section 1: General Information & Funding Allocations

Short Description:

Subgrantee Type:

Region:

County:

District:

Who is the subgrantee contact?

Name:

Title:

Phone:

Fax:

Email:

	Estimated
Performance Period Allocation (85%):	<input type="text" value="\$ 70,893"/>
Carryover:	<input type="text" value="\$ 0"/>
Student Leadership:	<input type="text" value="\$ 0"/>
School Readiness Amount:	<input type="text" value="\$ 0"/>
Family Biliteracy Grant Extension:	<input type="text" value="\$ 0"/>
Speech and Debate:	<input type="text" value="\$ 0"/>
Regional Parent Conference:	<input type="text" value="\$ 0"/>
Other:	<input type="text" value="\$ 0"/>
	<input type="text" value="\$ 70,893"/>

Section 2: Allocation & Student Profile

District	Type	Allocation	Students		
			PFS	Non-PFS	Total
River Delta Joint Unified	DSA	\$70,893	59	401	460
		Pre	0	0	0
		K	4	18	22
		1	3	10	13
		2	5	15	20
		3	6	20	26
		4	4	15	19
		5	6	17	23
		6	5	17	22
		7	9	23	32
		8	4	15	19
		9	3	19	22
		10	2	18	20
		11	6	17	23
		12	2	16	18
		Out of School Youth	0	157	157
		Ungraded	0	0	0

Section 4: Program Overview

Base Program Description

If you are a district, you will provide a detailed description of the general funded strategies, programs, services and curriculum that will be used to address the needs of all students, not only pertaining to migratory students. If you are a Region, you will summarize the base programs for each of your DSAs/MOUs. Provide no more than 35 sentences per DSA/MOU. If your districts offer similar services, you may provide a general summary and name of the districts that are similar, as appropriate.

River Delta Unified School District provides each student with a rigorous core curriculum to support standards-based growth and learning. To support learning in the classroom for mathematics grades K-6, both Math Expressions as well as Larson Big Ideas are the adopted curriculums. Grades K-6 utilize McGraw Hill wonders for their standards-based language arts curriculum. Grades 7-12 utilize Larson Big Ideas for mathematics and Studysync for Language Arts respectively.

Additionally, the district has an adopted History/Social Science curriculum, MyWorld interactive from Pearson. Each RDUSD school site is fully invested in implementing AVID school wide so that all students are provided research and evidence-based learning strategies. Our district initiative continues to be academic conversations with a focus on cross curricular conversations to support students and learning in all content areas.

RDUSD provides a comprehensive instructional program for our EL and migrant students. All EL students are ELPAC tested annually and participate 2-3 administrations of NWEA-MAP benchmark testing annually. With these various measures, students are placed in specific targeted instructional programs to support their learning needs and to address any areas of deficits. Each site has an identified ELD specialist to support students both in the general classroom setting, to support their language acquisition and to address basic skills gaps that may be present. All teachers utilize evidence-based strategies during instruction.

We have adopted a curriculum for middle and high school students, with specific emphasis on our Long Term English Learners (LTEL)' needs met through supplemental curriculum: English 3D, Read 180 and Read Naturally Online. After school tutoring is consistently available on most of our campuses and those who do not provide it during after school provide it at lunch and during their teachers' preparation periods. During the 2022 - 2023 summer, our K-12 students are offered the opportunity to attend a summer school program for 23 days, 9 hours a day.

Base Professional Development Description

If you are a District, you will provide a detailed description of all General Funded professional development (PD) activities that will be offered during the grant application fiscal year to all staff, not only pertaining to migrant staff. If you are a

Region, you will summarize the PD activities for each District. Provide no more than 35 sentences per DSA/MOU.

RDUSD has a comprehensive professional development plan that is supported by LCFF funding. We are committed to ensuring all teachers continue to receive training in the new ELD frameworks and the new assessments under development. Ongoing training for improvement in instructional strategies and pedagogy to support the learning and access to curriculum that our ELs require is a priority. Our elementary, middle and high school teachers have received AVID training that focus on strategies for student engagement, reading comprehension and literacy development. In addition, all elementary school site have made a commit to implement the AVID Elementary Foundations system into their school programs. We send teams to trainings on academic conversations with an emphasis on academic discourse and language, CABE, and various professional development opportunities offered at Sacramento County Office of Education. Additionally, in the 2022-2023 school year, RDUSD has made a commitment to supporting students and staff in the areas of Social Emotional Learning (SEL), as well as Restorative Practices and Equity. RDUSD educators will be provided professional development opportunities to support these district wide commitments.

Health and Well-being Supports

If you are a District, you will provide a detailed description of all General Funded support services for students that will be offered during the grant application fiscal year. If you are a Region, you will summarize the Health and Well-being Supports for each district. Provide no more than 35 sentences per DSA/MOU.

With an increase in referrals, request for social emotional and mental health interventions and supports for students, RDUSD plans to add 4 additional counselors to support students in the areas of mental health and wellness for the 2023-2024 school, totaling 6 counselors, district wide. These counselors will work closely with our ELs and migrant students through a site-based referral process. Their work with our students is primarily based on social-emotional support and providing support to parents as they strive to improve their parenting skills. In the spring, secondary counselors also create 6-year academic plans with all 6th Grade students. These plans continue follow our students to high school so that our high school counselors can continue to provide academic advising to the students to ensure they are on track for graduation and support the students' learning goals, educational plans, and future career goals. The district provides a licensed social worker to support families with EL, FY, SES and SWD students. This social worker travels to all schools within RDUSD to support them. We continue to partner with local universities and have a flourishing social work intern program that is providing direct student mental health services and family outreach services as well. Their services in our district are dependent upon the number of interns available each year. Our nursing staff is available to all EL and migrant students and families to support their ability to access necessary medical, dental and vision services and offering information and advice to parents ranging from proper nutrition and home habits to specific referrals for medical insurance and medical service providers. Finally, we have a small contract with local community-based mental health therapy organization who provides direct services to families in need through a referral process. The majority of this organization's funding is based out of Solano County and, therefore, the services must be rendered within that county.

The director of that organization often seeks out additional funding to provide limited services to our families living in Sacramento and Yolo County.

Private School Collaboration

If you are a District, you will provide a detailed description of how the District consults with private schools for migrant education program needs, where applicable. If you are a Region, you will summarize the private school collaboration for each district. If it is the same across all DSAs/MOUs, just state that all DSAs/MOUs provide the same service and state the service.

There are no private schools within the River Delta Unified School District.

Parent Involvement / Family Engagement

The district will provide a detailed description of how general funded programs will work with parents to improve student learning and describe who, how, and when parents will be informed about programs. If you are a Region, provide a summary for each district. Provide no more than 35 sentences per DSA/MOU.

The district works diligently to promote parental involvement, which is well reflected within our LCAP. However, it remains one of more challenging areas. A variety of parental workshops are provided annually at all sites including grade level trainings, CBET programs, parenting classes, literacy programs and computer training classes. These programs are well attended and typically the agendas and topics of trainings are parent driven. All sites have active PTA/PTC programs, Booster Clubs and Site Councils that are attended by parents and are heavily involved in a variety of activities on campus and in support of campuses. Each site's Single Plan for Student Achievement (SPSA) is aligned to our district LCAP goals, actions, and services to promote and increase parental involvement in the classroom, in co-curricular and extra-curricular activities as well as in decision making groups at the district level. RDUSD support staff has designed presentations on standards-based grading, providing survey feedback, understanding state and federal funding systems and programs, how to read and interpret SBAC results, and understanding grade level and subject area learning expectations. During the COVID-19 pandemic and move to distance learning the district has identified additional parent needs for support and training for technology. Specifics areas of need identified by parents have been supported through training and surveys online.

Parent Communication Plan: Describe who, how, and when parents will be informed about all programs for migrant students. Describe who, how, and when parents will be informed about all services for migrant parents (e.g., health workshops, school readiness services, and parent and family engagement services).

Our Migrant and EL parents are offered the opportunity to provide feedback in the LCAP process and have addressed their requests to have the bulk of the meetings in January and February prior to their returning to work which has made a huge impact on their ability to attend the meetings. Each site utilizes the online Parent Portal within the Aeries student information system as well as Parent Square, also connected through Aeries for parental communication on student progress and classroom information. Additionally, RDUSD utilizes Parent Square to provide district wide alerts and announcements. River Delta Unified School District Staff has prepared and presented to the Parent Advisory Committee on topics of their interest as well as a detailed description and inquiry sessions about the district's DSA for Migrant Education.

Program Coordination

The district will provide a detailed description of how its MEP will coordinate with other programs including, but not limited to, Title I, Part A; Title II; Title III; Title VI; pre-K programs (e.g., Head Start, Reading First, etc.), Homeless education, etc. (be specific). If you are a Region, provide a detailed description of how you coordinate with other programs at the county level.

The district continues to implement a series of different strategies, programs and services to meet the needs of all at-risk youth. School sites continue to provide after school interventions in ELA and Math to increase the achievement levels of this particular population of students. Schools hold SST meetings regularly to develop individual plans for success for each student as necessary at an early time in the school year or when a specific need arrives. We offer site-based alternative education CARE program at one of our middle schools to provide an opportunity for at-risk youth to feel more connected to their school community and academic programs. Our Homeless and Foster Youth Liaison is acutely aware of these identified families and develops and maintains a positive relationship with them by educating them about the rights and upholding these rights and services. Many of these students are also low income, EL, and /or eligible for Migrant Education.

Section 5: Regular School Year

1. Academic Support & Intervention

Provide an overview **description** of your service/allowable activity.

RDUSD has adopted a service delivery plan to include one instructional aide to provide intervention services at Delta High School, Clarksburg Middle School, Bates Elementary School, and Walnut Grove Elementary School. The instructional aid will collaborate with classroom teachers to rotate through the classrooms during the school day, supporting the teachers' efforts to provide instruction for critical standards in ELA and math. The Instructional aide will take daily attendance using attendance logs and provide instructional aid support solely for migrant students. Migrant students will be clustered within the classroom, and instructional aides will work with individuals in small groups under the direction of the classroom teacher.

The Instructional Aide pulls students into a small group setting during non-core related instruction to provide additional ELA/Math Support via supplementary instructional materials such as SI PPS, Haggerty, Read Live, Do the Math, and intervention support aligned to the district-adopted curriculum. The supplementary reading instructional materials are research-based intervention programs to support learners in becoming fluent readers and making solid gains in comprehension and vocabulary. The supplemental math instructional materials are research-based and focused on developing an understanding of key concepts and skills, providing lessons that balance developing understanding and learning procedures and strengthening students' ability to make sense of concepts, solve problems, reason, and use appropriate tools.

Two teachers will be hired to provide after-school Coding classes emphasizing ELA to elementary grades, K-6. The teachers will work two days a week at their elementary school sites to include the largest number of eligible students. The teachers will implement Coding to teach Computer Science Fundamentals while focusing on writing. Additionally, the teachers must conduct two lessons: cultural pride and social-emotional wellness and self-pride (self-esteem, confidence, resiliency, etc.)

When is this service/allowable activity offered?

Regular Year

What type of service/allowable activity is this?

Instructional

Note: Instructional services are those educational activities for preschool age children and instruction in elementary and secondary schools, such as tutoring before and after school. [MEP Fiscal Handbook](#)

Which service areas does this activity address?

- SSDP Focus Area: English Language Arts
- SSDP Focus Area: Mathematics
- SSDP Focus Area: English Language Development
- SSDP Focus Area: High School Graduation/Dropout
- SSDP Focus Area: Out of School Youth
- SSDP Focus Area: Parent and Family Engagement
- SSDP Focus Area: Student Engagement
- Other
Instructional Aides Support-push in and pull out

When will the service/allowable activity be provided?

- After School
- Before School
- Saturday
- Other:
During School

Where would the service/allowable activity be provided?

- Home-based
- Site/Center-based
- District-wide
- Region-wide

List all the Districts/Schools that will receive this service/allowable activity:

Isleton Elementary School, DH White, Clarksburg Middle School, Delta High School, Bates Elementary School & Walnut Grove Elementary School

What is the need for this service/allowable activity based on the data?

Based on CAASPP data from the 2021-2022 school year shown in the CA Dashboard and Test Results for California's Assessments shows that 30.54% of RDUSD students are not meeting standards in English Language Arts. 40.60% of our Migrant Education Students did not meet standards in Language Arts.

Our Migrant Education students continue to struggle with the increased academic language and literacy-based performance tasks that are critical to Common Core State Standards and its aligned summative assessments, SBAC in ELA. The 2021-2022 SBAC revealed an achievement gap between all students and our Migrant Education students in ELA.

Plan

Describe the plan for this service/allowable activity

Key skills to be learned:

The students will develop skills in listening and speaking, reading expository and literature-based texts, and writing in at least one genre. Students will increase their confidence and self-worth by being able to produce more efficiently and effectively. Their increased productivity will contribute to an increase in self-efficacy. Additional reading practice will increase reading fluency rates.

Student/teacher ratio:

10:1 (academic support from IAs)

25:1 (After School Intervention)

Instructional strategies:

Communications between the general education teacher, special education teachers, and the instructional assistant to determine what the students are struggling with will occur on a daily basis. The instructional assistant will participate actively in the instructional lesson integrating his/herself into the students' learning groups. She/He will use an inquiry based method to strengthen listening skills and stimulate academic-based conversation to develop and strengthen the students' speaking skills. When appropriate the instructional assistant will provide help in content-focused reading and writing of multiple genres. Students will be provided with

a writing rubric to understand what is being expected of him/her. If necessary, the instructional assistant will utilize related supplemental materials to assist the students in becoming more proficient in the task assigned.

Student grouping method:

Students are grouped by grade and learning needs.

How instruction will be **differentiated**:

Teachers will differentiate instruction based upon student need. The paraprofessional will use supports provided from the teacher to support the students in being successful as an extension of the teacher themselves. Teachers will differentiate by offering visual ways of showing information, sentence frames, videos and other aids to increase understanding. Use of the student native language will be utilized if necessary to deepen the students' understanding of the content. When appropriate the instructional assistant to gather a small group of students to reinforce concepts taught by the credentialed teacher.

Other strategies besides the SSDP strategies identified for the focus areas:

Paraprofessional will aid students in having increased opportunities to read across types of texts with Spanish language assistance in understanding text, assist students in writing across texts with increasing independence using teacher provided scaffolds to help ensure success, and will provide support in ELD in primary language. Students will also be provided the opportunity to visit college campuses to support future learning and higher education.

What SSDP strategies will be used to deliver this service/allowable activity?

English Language Arts

- Principle Strategy 1.0 - Provide supplementary ELA services with a focus on reading and writing for migratory students with targeted intervention for students who are scoring Below or Near Standard.
- Strategy 1.1 - Provide migratory students with opportunities to read various types of expository texts (e.g., description, comparison, cause and effect, problem and solution).

- Strategy 1.2 - Provide migratory students with opportunities to write within various contexts. Integrate explicit instruction for one writing genre unit for program services as appropriate. For example, supplementary science technology engineering and mathematics services should have a strong writing component focusing on expository writing.
- Strategy 1.2a - Provide students with a rubric that outlines the elements required by the genre to write a proficient example and identifies what is needed for different levels of writing proficiency.
- Strategy 1.3 - Provide training in writing instruction during staff development workshops to ensure that migratory teachers and instructional aides provide clear, structured writing instruction.

Mathematics

- Principle Strategy 2.0 - Offer supplemental math services focused on teaching concepts and procedures as well as problem solving and modeling data for migratory students scoring Below Standard on either Claim 1 or Claim 2.
- Strategy 2.1 - Offer Math Literacy Family Nights, targeting PFS and migratory students scoring Below Standard, focused on math CCSS and learning strategies to use at home.
- Strategy 2.2 - Provide professional development opportunities for MEP staff to understand student math achievement data, increase their knowledge and skill set for teaching concepts and procedures, problem solving and data modeling and communicating and reasoning in mathematics.

English Language Development

- Principle Strategy 3.0 - All instructional services provide integrated ELD to support academic language development and content knowledge.
- Strategy 3.1 - Subgrantees provide one professional development on how to integrate ELD into all core content areas.

Student Engagement

- Principle Strategy 13.0 - Services offered to migratory students need to have a cultural component.
- Strategy 13.1 - Increase student engagement by incorporating activities into services that build migratory students' self-pride (e.g., confidence, self-worth, etc.).
- Strategy 13.2 - Provide professional development to staff on cultural competency.

Other

What evidence-based curriculum will be used in this instructional service?

Read Naturally Live

McGraw Hill Harcourt Wonders (Gr 4-6), Study Sync (Gr 9-12) in ELA & ELD, the RDUSD Board-adopted

curriculum, will be used in the classroom.

Service/Allowable Activity Staff Development

Complete the table below

Name of Training	Dates	Minutes	Description	Strategy Being Met
Teacher and Para PD	08/2023	90	Focus on Academic Conversations, Academic Vocabulary	ELA, Math, ELD

Service/Allowable Activity Evaluation Plan

What is the expected outcome specific to this service/allowable activity?

Students will learn about the writing process and produce a written product using a kid friendly rubric.
Migrant Education students being served will make 10% growth on curriculum-based assessments, the NWEA-MAP, and SBAC tests.

Local Quantitative Measures and Performance Targets

Local Quantitative Measure	Local Performance Target
Pre and Post Assessment	The curriculum-based assessments, teacher-created formative assessment, the NWEA-MAP results and SBAC results will be analyzed to determine if the students are increasing their proficiency level in ELA. The target for each grade level varies in specific scores but overall we expect to see a 10% increase in percentage of students scoring within the proficient range.

Local Qualitative Measures and Performance Targets

Local Qualitative Measure	Local Performance Target
---------------------------	--------------------------

Service/Allowable Activity Migrant Students Served

For this activity, what is the number of students served at each level?

Please specify the number of students that are priority for service (PFS) students and non-PFS students.

Grade	PFS	Non-PFS	Total
0-2yrs	0	0	0
3-5yrs	0	0	0
K	0	0	0
1	0	0	0
2	0	0	0
3	3	0	3
4	5	12	17
5	4	13	17
6	6	10	16
7	0	0	0
8	0	0	0
9	5	5	10
10	4	6	10
11	5	5	10
12	3	4	7
Out of School Youth	0	0	0
Parent/Guardian	0	0	0
Total	35	55	90

Service/Allowable Activity Time

Grade Levels	Students Served	Activity Dates	Sessions	Minutes/Session	Total Minutes
K - 12	60	08/09/2023 - 06/07/2024	180	360	64,800
3 - 6	30	08/09/2023 - 06/07/2024	72	60	4,320

Service/Allowable Activity Staffing Plan

Instructional Service Staffing: I identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

What migrant-funded staffing will support this service/allowable activity?

Title	Classification	Number of	
		Staff	FTE
Teacher	Certificated	1	0.06

Support Service Staffing: I identify the staff positions needed to provide support for the service described above (see Fiscal Handbook).

What migrant-funded staffing will support this service/allowable activity?

Title	Classification	Number of	
		Staff	FTE
Instructional Assistant II	Classified	1	1.00

Service/Allowable Activity Budget Detail

Object Code	Description & Itemization of costs	Amount
1100 Teachers	1 teacher x \$55/hr x 1.25hrs/day x 2 days x 36 weeks	\$4,950
2100 Instructional Aides	1 IA x \$17/hr x 6 hrs/day x 202.51 days	\$20,656
3000 Employee Benefits	Classified Employee Benefits: (\$20656 x 33%)= \$6816 H&W @ \$9684 annually	\$16,500
3000 Employee Benefits	Teacher Benefits \$4950 x .25	\$1,238
Total:		\$43,344

Section 6: Summer/Intersession

1. Credit Recovery Summer School

Provide an overview [description](#) of your service/allowable activity.

1. Two teachers will be hired to facilitate learning for this service to Migrant students only. Because of the unique geographical obstacles in the River Delta, there is a need to provide this service at two different locations. Migrant students who have failed one or more content area classes will be enrolled in the summer school academy session. The Academic Counselor at each high school will review the records for each Migrant Education student and determine the courses he/she needs to recover credits for. The administrative staff will contact the student and his/her family to inform them of the summer school opportunity. The teachers will enroll the student and assign the students the appropriate courses in Odysseyware. Students will arrive at summer school and will be offered a district-funded breakfast. Students will take a pre-assessment for their assigned class and begin completing the course assignments, quizzes, tests, and projects. The teacher will monitor their progress and provide one-to-one intervention when needed. The teacher will monitor the progress and grade the completed work. The teachers will have one-on-one conferences with each student to guide the successful completion of the courses. Students participating in credit recovery summer school will be provided the opportunity to attend a college campus to support the motivation to complete coursework and expose them to higher education opportunities.

When is this service/allowable activity offered?

Summer

What type of service/allowable activity is this?

Instructional

Note: Instructional services are those educational activities for preschool age children and instruction in elementary and secondary schools, such as tutoring before and after school. [MEP Fiscal Handbook](#)

Which service areas does this activity address?

- SSDP Focus Area: English Language Arts
- SSDP Focus Area: Mathematics
- SSDP Focus Area: English Language Development

SSDP Focus Area: High School Graduation/Dropout

SSDP Focus Area: Out of School Youth

SSDP Focus Area: Parent and Family Engagement

SSDP Focus Area: Student Engagement

Other

When will the service/allowable activity be provided?

After School

Before School

Saturday

Other:

Summer Session Classes

Where would the service/allowable activity be provided?

Home-based

Site/Center-based

District-wide

Region-wide

List all the Districts/Schools that will receive this service/allowable activity:

Rio Vista High School & Delta High School

What is the need for this service/allowable activity based on the data?

Migratory students do not always attend school for a complete academic school year. They also have a language barrier that decreases their ability to pass courses. This service meets their need to recover lost credits and graduate with their peers.

Plan

Describe the plan for this service/allowable activity

Key skills to be learned:

The students will learn time management, task completion, perseverance and a sense of accomplishment. Students will develop skills or knowledge (through credit recovery) for courses previously failed.

Student/teacher ratio:

20:1

Instructional strategies:

The teachers will be incorporating the collaborative study group strategies they have been studying and learning how to use during the regular school year into their summer school instruction. Peer interaction coupled with the online courses is essential for the student's success in passing these credit recovery courses.

Student grouping method:

Students will be grouped based on their language support needs and content area deficiencies.

How instruction will be differentiated:

Instruction will be differentiated for students by assessing what their immediate support needs are and making every effort to attend to those needs and supports as they progress through the online coursework.

Other strategies besides the SSDP strategies identified for the focus areas:

What SSDP strategies will be used to deliver this service/allowable activity?

High School Graduation/Dropout

- Principle Strategy 5.0 - Offer case management services to migratory students at risk of not graduating high school.
- Strategy 5.1 - Offer credit accrual and recovery services to migratory 11th and 12th grade migratory high school students who are credit deficient and are at risk of not graduating.
- Principle Strategy 6.0 - Offer case management services to migratory students at risk of not graduating high school.
- Strategy 6.1 - Offer credit accrual and recovery services to migratory 11th and 12th grade migratory high school students who are credit deficient and are at risk of not graduating.

What evidence-based curriculum will be used in this instructional service?

Odysseyware courses are all aligned to the Common Core standards and are a-g approved.

Service/Allowable Activity Staff Development

Complete the table below

Name of Training	Dates	Minutes	Description	Strategy Being Met
GLAD	06/2023	480	2 day GLAD Training for Teachers and Para provided by the district	ELA, Math, ELD

Service/Allowable Activity Evaluation Plan

What is the expected outcome specific to this service/allowable activity?

Migrant Education students being served will recover two to three classes during credit recovery.

Local Quantitative Measures and Performance Targets

Local Quantitative Measure	Local Performance Target
Pre and Post Assessment	80% of students who are credit deficient will complete up to three courses for credit.

Local Qualitative Measures and Performance Targets

Local Qualitative Measure	Local Performance Target
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Service/Allowable Activity Migrant Students Served

For this activity, what is the number of students served at each level?

Please specify the number of students that are priority for service (PFS) students and non-PFS students.

Grade	PFS	Non-PFS	Total
0-2yrs	0	0	0
3-5yrs	0	0	0
K	0	0	0
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
9	1	1	2
10	2	2	4
11	3	3	6
12	1	7	8
Out of School Youth	0	0	0
Parent/Guardian	0	0	0
Total	7	13	20

Service/Allowable Activity Time

Grade Levels	Students Served	Activity Dates	Sessions	Minutes/Session	Total Minutes
9 - 12	20	07/10/2023 - 08/04/2023	15	240	3,600

Service/Allowable Activity Staffing Plan

Instructional Service Staffing: I identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

What migrant-funded staffing will support this service/allowable activity?

Title	Classification	Number of	
		Staff	FTE
Teacher	Certificated	2	0.10

Support Service Staffing: I identify the staff positions needed to provide support for the service described above (see Fiscal Handbook).

What migrant-funded staffing will support this service/allowable activity?

Title	Classification	Number of	
		Staff	FTE

Service/Allowable Activity Budget Detail

Object Code	Description & Itemization of costs	Amount
1100 Teachers	2 Credentialed Teachers x \$60.00/hour x 4.5 hours/day x 15 days	\$8,100
3000 Employee Benefits	Certificated Employee Benefits (\$8100 x 25%)	\$2,025
Total:		\$10,125

Section 10: Identification and Recruitment

For this section include any and all Identification and Recruitment (I&R) activities that will be provided during the school year

Eligible migrant students will be identified and recruited in a proper and timely manner.

To qualify for the Migrant Education Program, a child is considered "migratory" if his or her parent or guardian is a migratory worker in the agricultural, dairy, lumber, or fishing industries or the child is actually a migratory out-of-school youth (OSY) who works in agricultural, dairy, lumber, or fishing industries. In addition, the youth or family must have a qualifying move during the past three years. A qualifying move can range from moving across school district boundaries or from one state to another for the purpose of finding temporary or seasonal employment. The eligibility period for the MEP is three years from the date of the last move, and eligibility is established through an interview conducted by a migrant education recruiter who visits the home, employment, or other community locations.

I &R Program Overview

Provide an overview of your organizational structure, including the activities and personnel that are administered locally and the activities and personnel that are administered by subgrantees through a DSA or MOU if applicable.

Services provided by the Region.

I &R Quality Control Plan and Key I &R Staff Roles

The Region or District's Plan may be modeled after the States Quality Control Plan; however, the States Plan may not be substituted in lieu of the Region or District's Plan. In addition, please upload your key [I&R Staff Roles table](#).

Title	File Name	Last Update
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Describe how you will utilize I&R staff to identify and recruit eligible migrant students; include the community and school-based activities.

Local Community

What are the characteristics of the community in your local recruiting area?

[Empty text box]

Migration Pattern Adjustment

What strategies will your I&R staff employ to look for families outside the traditional locales? In some communities, migration patterns are well established and recruiters know where migrant families and youths live; however, migration, employment, and housing patterns change over time.

[Empty text box]

Regional I&R Coordination

How will your I&R staff coordinate recruitment activities with local districts to create effective recruitment partnerships? How do you ensure that recruitment efforts are robust without being duplicative?

[Empty text box]

Recruitment Activities

Provide the numbers of individuals assigned to conduct eligibility interviews and make eligibility determinations, the full-time equivalent that they spend performing I&R activities, and how and where the recruiting is carried out.

Type	Recruiters	FTE	Description
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I&R Staff

Please provide the number of staff in each I&R supervisory, control staff, and recruiting position, the full-time equivalent that they spend performing I&R activities, and the specific tasks carried out in each position. (Note: the budget for I&R activities is part of the Administration section of this application-Section 13).

Title	Number of	Description
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Section 11: Parent Advisory Council

Describe the PAC involvement in the review of the Needs Assessment, planning, and development of the regional application, implementation of services provided to students, and program evaluation.

The PAC will review the results of the Parent Needs Assessment at the second meeting of the school year. The parents in attendance will be asked to provide feedback regarding the results of the completed surveys and make recommendations specific to the areas requiring attention. During the Spring, the PAC members are introduced to the draft of District Service Agreement (DSA) application and then again when it has been approved by CDE. If the application is unavailable, the submitted draft is presented. The migrant parents provide feedback on the content and student achievement data that is included. The PAC feedback and recommendations are analyzed and decisions for revisions are made.

What are the specific PAC member development activities to meet the need? Include dates, vendors, or providers if applicable.

There is a need for the PAC members to learn and understand the relevant state regulations codes and provisions to the programs within and associated with Migrant Education. Parents express the need to sharpen their skills to analyze the DSA applications and budget and align their feedback accordingly.

Activity	Date
Provide training to newly elected PAC officers covering mandated roles and responsibilities. Will be covered at Regional PAC officer Training.	TBD in October 2023
Review Title I Part C, ESSA	October, 2023
DSA components and budget	October, 2023
Needs survey of parents	October, 2023

Additional five PAC meetings will be scheduled upon return to school in the fall of 2020.

Topics for PAC and Staff Development Activities

- Review key provisions of Title I Part, C ESSA (New)
- Identifying local needs of migratory students and parents: data analysis and determining strategies to meet identified needs.
- Meeting engagement, management and facilitation (applicapable, such as Greene Act)
- Instructional strategies for use with parent groups
- Leadership workshops
- Other

PAC Membership

Were PAC members nominated by eligible parents? Yes No

Did you verify that your parents were eligible? Yes No

Education Code 54444.2

PAC Staffing

What migrant-funded staffing will support PAC activities?

Title	Classification	Staff
Child Care Provider	Classified	0.50

Section 13: Administration

Indirect Cost Charges

Approved Indirect Rate %

Place a checkmark next to services rendered by indirect cost charges

- | | |
|--|--|
| <input checked="" type="checkbox"/> Accounting and budgeting | <input checked="" type="checkbox"/> Communications |
| <input checked="" type="checkbox"/> Payroll preparation | <input checked="" type="checkbox"/> Technology support |
| <input checked="" type="checkbox"/> Personnel management | <input type="checkbox"/> Other: (List Below) |
| <input checked="" type="checkbox"/> Purchasing | |
| <input checked="" type="checkbox"/> Data Processing | |
| <input type="checkbox"/> Warehousing | |
| <input checked="" type="checkbox"/> Facilities | |
| <input checked="" type="checkbox"/> Maintenance | |

I certify that the business office was consulted to determine indirect cost charged items.

Administration Staffing Plan

Personnel Needed to Administer ALL Services Described in the Application

Identify personnel needed to administer all services. A MEP administrator is a professional staff member, other than a teacher or counselor. A MEP administrator may have administrative duties, such as a project director or regional director. Generally, if the personnel are MEP funded professional staff, not paraprofessionals, and they perform MEP administrative duties, then the LEA may consider them as MEP administrators in their job classifications. (See [fiscal handbook](#))

Title	Type(s)	Classification	Number of	
			Staff	FTE
Secretary	PAC	Classified	1	1.00
Migrant Education Coordinator	RSY, PAC	Certificated Management	1	0.05
Childcare Provider	PAC	Classified	1	1.00

Administration Budget Detail

Please identify all costs related to administration of all services of the MEP for the Regular School Year, Summer School, etc. For each line item, refer to and use the object codes provided in the instructions.

Regular School Year

Object Code	Description & Itemization of costs	Amount
1300 Supervisor/Administrators	Migrant Education Coordinator \$894.91 x 6 months	\$5,369
3000 Employee Benefits	\$5369 x 25%	\$1,342
Subtotal for 1100-6999		\$6,711
7000 Indirect Cost	Indirect at 4.11%	\$2,057
Total:		\$8,768

Parent Advisory Council

Object Code	Description & Itemization of costs	Amount
1300 Supervisor/Administrators	Migrant Education Coordinator \$894.91 x 6 months	\$5,369
2200 Support Services Salaries	1 childcare provider x 3 hours x 6 meetings x \$15	\$270

Object Code	Description & Itemization of costs	Amount
2400 Clerical, Technical and Office Staff	The administrative Assistant will be the primary support for PAC. She will lead parent engagement through collaboration with regional staff and her supervisor. She will participate in training from regional staff and be allotted 4 hours for meeting for six meetings, for a total of 30 hours.	\$823
3000 Employee Benefits	Childcare provider benefits. \$270 x 33%	\$89
3000 Employee Benefits	\$5369 x 25%	\$1,342
3000 Employee Benefits	Benefits for PAC lead	\$353
4300 Materials & Supplies	Snacks for PAC Meetings	\$68
	Subtotal for 1100-6999	\$8,314
7000 Indirect Cost	Indirect at 4.11%	\$342
	Total:	\$8,656

Section 14: Legal Assurances & Certifications

Migrant Education Program Inventory list

Inventory Template

Title	File Name	Last Update
Inventory Template	River_Delta_MigEd_Techinology_Inventory_31_.pdf	04/05/2023 2:57 PM

Official Job duty statements from the local Human Resources office for all MEP staff

Title	File Name	Last Update
Secretary Job Description	Secretary_Job_Descriptions_.pdf	04/05/2023 2:35 PM
Teacher Job Description	Teacher_Job_Description_.pdf	04/05/2023 2:36 PM
Administration Job Description	PRINCIPAL_Job_Description_.pdf	04/05/2023 2:39 PM
Instructional Aide/Childcare Job Description	Childcare_Job_Description_.pdf	04/05/2023 2:44 PM

Organizational Chart of Migrant Education

Title	File Name	Last Update
RDUSD Organizational Chart	RDUSD_Organizational_Chart_.pdf	04/05/2023 2:55 PM

Summer Waivers

Migrant Education Program Summer Waiver Request Form

Title	File Name	Last Update
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Upload signed Legal Assurances

The Legal Assurance form is downloaded by the link below.

When the plan is approved, the plan creator uploads the signed Legal Assurance form.

[Download Legal Assurance form](#)

Cover Page

The cover page is created when the plan is approved.

Once it is created, the plan creator uploads the cover page signed by the Superintendent or Designee and Parent Council Representative.

Finally, the Migrant Education Program Director or Designee signs the cover page and this final version is uploaded.

[Download current cover page.](#)

Section Budget Summary

Object Code	Description	Amount Service & Activity	Amount Admin	Total
1000-1999 Certificated Personnel Salaries				
1100	Teachers	\$13,050	\$0	\$13,050
1200	Pupil Support Services	\$0	\$0	\$0
1300	Supervisor/Administrators	\$0	\$10,738	\$10,738
1900	Other Certificated Salaries	\$0	\$0	\$0
Subtotal 1000-1999		\$13,050	\$10,738	\$23,788
2000-2999 Classified Salaries				
2100	Instructional Aides	\$20,656	\$0	\$20,656
2200	Support Services Salaries	\$0	\$270	\$270
2300	Supervisor/Administrators	\$0	\$0	\$0
2400	Clerical, Technical and Office Staff	\$0	\$823	\$823
2900	Other Classified Salaries	\$0	\$0	\$0
Subtotal 2000-2999		\$20,656	\$1,093	\$21,749
3000-3999 Benefits				
3000	Employee Benefits	\$19,763	\$3,126	\$22,889
3100	Other Benefits	\$0	\$0	\$0
3200	Other Classified Benefits	\$0	\$0	\$0
3300	Other Benefits	\$0	\$0	\$0
3400	Other Benefits	\$0	\$0	\$0

Object Code	Description	Amount Service & Activity	Amount Admin	Total
3500	Other Benefits	\$0	\$0	\$0
3600	Other Benefits	\$0	\$0	\$0
3700	Other Benefits	\$0	\$0	\$0
3800	Other Benefits	\$0	\$0	\$0
3900	Other Benefits	\$0	\$0	\$0
Subtotal 3000-3999		\$19,763	\$3,126	\$22,889
4000-4999 Books and Supplies				
4100	Textbooks Curricula Materials	\$0	\$0	\$0
4200	Books & Reference Materials	\$0	\$0	\$0
4300	Materials & Supplies	\$0	\$68	\$68
4400	Noncapitalized Equipment	\$0	\$0	\$0
4700	Food	\$0	\$0	\$0
Subtotal 4000-4999		\$0	\$68	\$68
5000-5999 Services and Other Operating Expenditures				
5100	Subagreements for Services	\$0	\$0	\$0
5200	Travel & Conferences	\$0	\$0	\$0
5300	Dues & Memberships	\$0	\$0	\$0
5400	Insurance	\$0	\$0	\$0
5500	Operations & Housekeeping Services	\$0	\$0	\$0
5600	Rentals, Leases, Repairs & Noncap Imp	\$0	\$0	\$0

Object Code	Description	Amount Service & Activity	Amount Admin	Total
5700	Transfers of Direct Costs	\$0	\$0	\$0
5800	Prof/Cons/Serv & Operating Exp.	\$0	\$0	\$0
5900	Communications	\$0	\$0	\$0
Subtotal 5000-5999		\$0	\$0	\$0
6000-6999 Capital Outlay				
6000	Capital Outlay	\$0	\$0	\$0
6100	Other Capital Outlay	\$0	\$0	\$0
6200	Other Capital Outlay	\$0	\$0	\$0
6300	Other Capital Outlay	\$0	\$0	\$0
6400	Other Capital Outlay	\$0	\$0	\$0
6500	Other Capital Outlay	\$0	\$0	\$0
6600	Other Capital Outlay	\$0	\$0	\$0
6700	Other Capital Outlay	\$0	\$0	\$0
6800	Other Capital Outlay	\$0	\$0	\$0
6900	Other Capital Outlay	\$0	\$0	\$0
Subtotal 6000-6999		\$0	\$0	\$0
SUB-TOTAL		\$53,469	\$15,025	\$68,494
7000-7999 Indirect Cost				
7000	Indirect Cost	\$0	\$2,399	\$2,399
7300	Indirect on District Subagreements	\$0	\$0	\$0

Object Code	Description	Amount Service & Activity	Amount Admin	Total
	Subtotal 7000-7999	\$0	\$2,399	\$2,399
	TOTAL	\$53,469	\$17,424	\$70,893