

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

**August 8, 2023 ♦ General Open Session 6:30pm
Isleton Elementary School • Isleton, CA**

A copy of the full agenda (with backup documents but without confidential closed session items) is available for public review at the District Office, 445 Montezuma St., Rio Vista, California, at least 72 hours prior to the announced meeting of the Board of Trustees or online at <http://rdusd.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: 976 7938 8878 Passcode: 625953

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 California State Preschool Presentation – Stacy Wallace, Principal
 - 9.1.2 Issuing Measure K (SFID No. 2), Series 2023 Bonds Presentation – Rich Malone, Chief Operating Officer of Government Financial Services Joint Powers Authority
 - 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, Director of MOT
 - 9.3.1 Monthly Financial Report – Tammy Busch, Asst. Superintendent of Business Services
 - 9.3.2 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
 - 9.4.1.1 Summer School Update
 - 9.4.2 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, textbooks and instructional materials – Fourth Quarter 2023 (April - June) – Nancy Vielhauer, Assistant Superintendent of Educational Services
 - 9.4.3 Special Education Update – Tracy Barbieri, Director of Special Education
 - 9.4.3.1 Special Olympics 2023
 - 9.5 River Delta Unified Teachers 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, June 27, 2023
 - 10.2 Receive and Approve Monthly Personnel Reports
 - As of August 8, 2023
 - 10.3 District’s Monthly Expenditure Report
 - June and July 2023
 - 10.4 Request to Approve the Memorandum of Understanding (MOU) for River Delta Unified School District to Participate in the Sly Park Educational Program for the 2023-2024 School Year – Nancy Vielhauer, Assistant Superintendent of Educational Services
 - 10.5 Request to Approve the Independent Contract for Services Agreement with Capital Kids Occupational Therapy, Inc. to Provide Occupational Therapy Services for the 2023-2024 School Year, Cost Not to Exceed \$45,000, Special Educational Funds – Tracy Barbieri, Director of Special Education
 - 10.6 Request to Approve the CompuGroup Medical Inc. (CGM) Agreement for the 2023-2024 School Year to Provide Medi-Cal Billing Services, Cost Not to Exceed \$1,500 Medi-Cal Administrative Activities Funds – Tracy Barbieri, Director of Special Education
 - 10.7 Request to Approve the Service Agreement with Language People, Inc. to Provide Interpreting Services for the Special Education Department for the 2023-2024 School Year, Cost Not to Exceed \$10,000, Special Education Funds – Tracy Barbieri, Director of Special Education
 - 10.8 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Northern CA Preparatory School) for the 2023-2024 School Year, Cost Not to Exceed \$45,000 Special Education Funds – Tracy Barbieri, Director of Special Education
 - 10.9 Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (PointQuest Education Depot Park) for the 2023-2024 School Year, Cost Not to Exceed \$100,000 Special Education Funds – Tracy Barbieri, Director of Special Education

- 10.10 Request to Approve the 2023-2024 General Agreement for Nonpublic, Nonsectarian School/ Agency (Soliant Health,LLC) to Provide Behavior Therapy Services for District Students, Cost Not to Exceed \$470,000 Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.11 Request to Approve the Purchase of Houghton Mifflin Harcourt Math Expressions for K-5th Grade Students, Cost Not to Exceed \$63,807.74, Educational Services Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.12 Donations or Receive and Acknowledge

Riverview Middle School

Lions Club of Rio Vista – Planners (\$976.50)

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 June 2023 – Katherine Wright, Superintendent

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

- 12. Request to approve Resolution No. 851 A Resolution of the Board of Trustees of the River Delta Unified School District Prescribing the Terms and Authorizing the Issuance of Bonds of its School Facilities Improvement District No. 2 (SFID#2); Approving forms of and Authorizing Execution and Delivery of a Continuing Disclosure Certificate, and an Official Statement; Authorizing Distribution of the Official Statement and Sale Documents; and Authorizing Execution of Necessary Certificates and Related Actions – Tammy Busch, Asst. Superintendent of Business Services

Motioned: _____ Second: _____

Roll Call Vote:

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

- 13. Request to Approve Resolution # 852 Authorizing the Inter-Fund Transfer of Special or Restricted Funds for Operational for Budgetary Purposes for FY 2023-24 – Tammy Busch, Assistant Superintendent of Business Services

Motioned: _____ Second: _____

Roll Call Vote:

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

- 14. Request to Approve Resolution # 853 Authorizing Temporary Inter-Fund Transfers (Borrowing) of Special or Restricted Funds for FY 2023-24– Tammy Busch, Assistant Superintendent of Business Services

Motioned: _____ Second: _____

Roll Call Vote:

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

- 15. Request to Approve the Provisional Internship Permits as Authorized by the Commission on Teacher Credentialing for 2023-2024 School Year – Katherine Wright, Superintendent

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

- 16. 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 \$15,000 Developer Fee Funds – Katherine Wright, Superintendent

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

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

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

- 19. 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, August 4, 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:

August 8, 2023 ♦ Closed Session 5:35pm
Isleton Elementary School • Isleton, 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 August 8, 2023, at the Isleton Elementary School, Isleton, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 **Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)].
4.1.1 Student Case Number 2223-321-001

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 Superintendent
- 4.3.2 Asst. Superintendent
- 4.3.3 Certificated
- 4.3.4 Classified
- 4.3.5 Public Employee(s) Searches, Appointment, Employment conditions
- 4.3.6 Complaint, Discipline, Dismissal, Non-reelects, & Releases
- 4.3.7 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.
 - 4.3.7.1 RDUTA
 - 4.3.7.2 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: _____

jg

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

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

Item Number: 9.1.2

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

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.

STATUS:

PRESENTER:

Rich Malone from Government Financial Services Joint Powers Authority, the School District's public finance consultant, will present information regarding bond plans from Measures J.

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

River Delta Unified School District

Issuing Measure K (SFID No. 2), Series 2023 Bonds



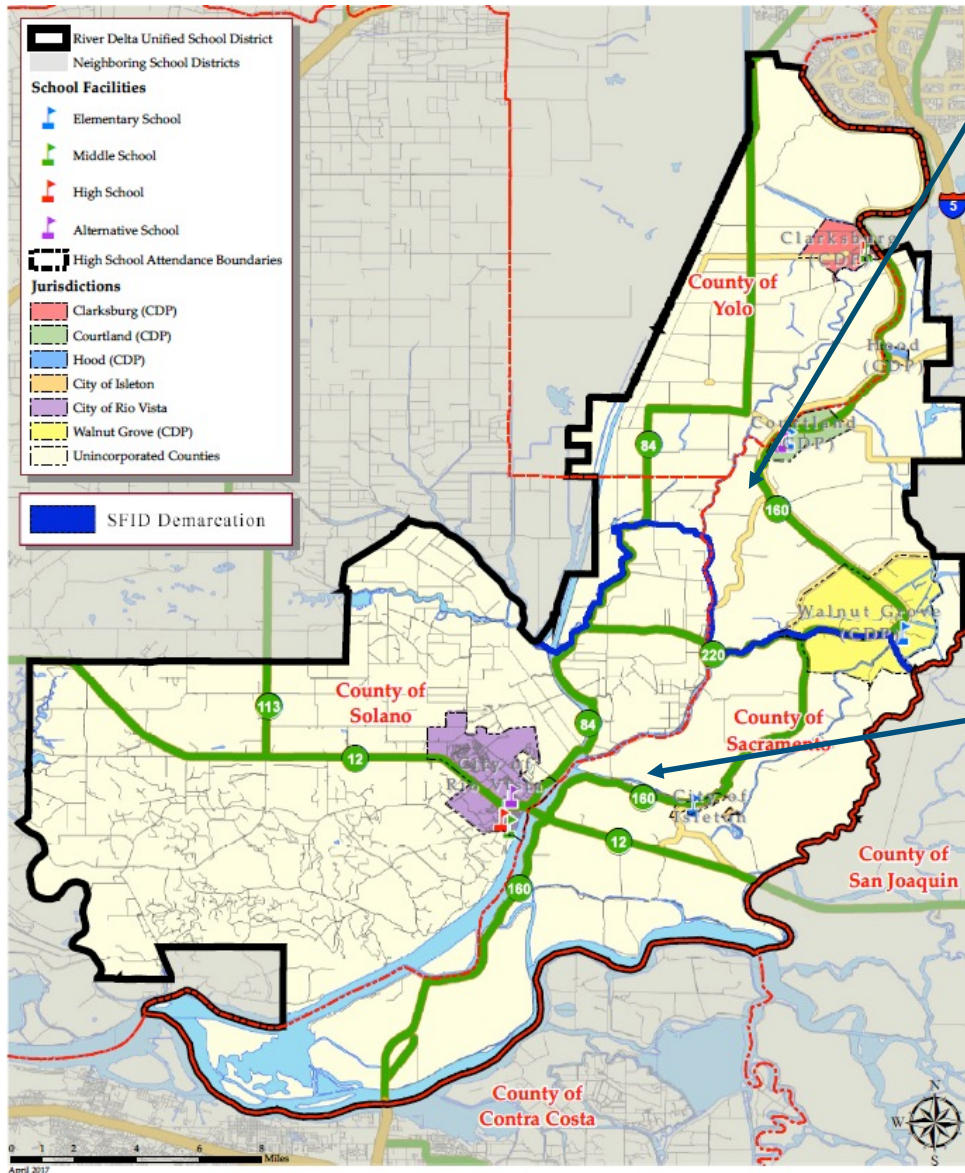
August 8, 2023
Presented by Rich Malone

Agenda

- ◆ Brief Review of SFIDs and Measures J and K
- ◆ Brief Review of Bond Issuance Plan
- ◆ Bond Market Conditions
- ◆ Bond Sale Method
- ◆ Primary Legal Documents
- ◆ Disclosure
- ◆ Next Steps
- ◆ For Reference



SFIDs No. 1 and No. 2



SFID No. 2

- ▶ Formed in 2004
- ▶ Boundary equals attendance boundary of Delta High School
- ▶ Includes Clarksburg, Courtland, Walnut Grove, and unincorporated portions of Sacramento, Solano and Yolo Counties

SFID No. 1

- ▶ Formed in 2004
- ▶ Boundary equals attendance boundary of Rio Vista High School
- ▶ Includes Rio Vista, Isleton, and other unincorporated portions of Sacramento and Solano Counties

Measures J (SFID No. 1) and K (SFID No. 2) (Election Day: November 3, 2020)

<u>Measure</u>	<u>Location</u>	<u>Authorization</u>	<u>Required Approval</u>	<u>Vote Received</u>	<u>Bonds Issued</u>	<u>Remaining Authorization</u>
J	SFID No. 1	\$45,700,000	55%	63.6%	\$15,300,000	\$30,400,000
K	SFID No. 2	\$14,600,000	55%	65.0%	\$4,900,000	\$9,700,000



NEW ISSUE
DTC BOOK-ENTRY ONLY

S&P Insured Ratings: "AA"
S&P Underlying Ratings: "A+
See "RATINGS" herein

In the opinion of Parker & Cover LLP, Sacramento, California ("Bond Counsel"), based upon an analysis of existing statutes, regulations, rulings and court decisions and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS—Tax Matters" herein.

\$15,300,000	\$4,900,000
General Obligation Bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District (Sacramento County and Solano County, California) Election of 2020, Series 2021	General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District (Sacramento County, Solano County and Yuba County, California) Election of 2020, Series 2021

DATED: Date of Delivery: **DUE:** August 1, as shown on the inside cover

The General Obligation Bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District (Sacramento County and Solano County, California), Election of 2020, Series 2021 in the aggregate principal amount of \$15,300,000 (the "SFID No. 1 Bonds") are being issued by the River Delta Unified School District (the "School District") to (i) finance certain of the school facilities projects set forth in the ballot measure approved by voters at an election held on November 3, 2020, (ii) fund a deposit to the SFID No. 1 Tax Collection Fund (as defined herein) to pay debt service on the SFID No. 1 Bonds for a period of time and (iii) pay certain costs of issuance of the SFID No. 1 Bonds. The General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District (Sacramento County, Solano County and Yuba County, California), Election of 2020, Series 2021 in the aggregate principal amount of \$4,900,000 (the "SFID No. 2 Bonds") and, together with the SFID No. 1 Bonds, the "Bonds" are being issued by the School District to (i) finance certain of the school facilities projects set forth in the ballot measure approved by voters at an election held on November 3, 2020, (ii) fund a deposit to the SFID No. 2 Tax Collection Fund (as defined herein) to pay debt service on the SFID No. 2 Bonds for a period of time and (iii) pay certain costs of issuance of the SFID No. 2 Bonds. See "PLAN OF FINANCE" herein.

The SFID No. 1 Bonds are general obligation bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District ("SFID No. 1"), payable from and out of property taxes levied and collected by Sacramento County and Solano County against taxable property located within the boundaries of SFID No. 1 and other amounts on deposit in the SFID No. 1 Tax Collection Fund. The SFID No. 2 Bonds are general obligation bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District ("SFID No. 2") and, together with SFID No. 1, the "Bonds", payable from and out of property taxes levied and collected by Sacramento County, Solano County and Yuba County against taxable property located within the boundaries of SFID No. 2 and other amounts on deposit in the SFID No. 2 Tax Collection Fund. The Board of Supervisors of Sacramento County, the Board of Supervisors of Solano County and the Board of Supervisors of Yuba County are empowered and obligated to annually levy and collect all out-of-pocket property taxes without limitation as to rate or amount on all taxable property within the boundaries of the SFID No. 1 Bonds for certain personal property which is taxable at limited rates for the payment of principal of and interest on the Bonds. See "SECURITY AND SOURCE OF PAYMENT" herein.

The Bonds are being issued as current interest bonds in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds mature on August 1 in the years and amounts set forth on the inside cover pages hereof. Interest on the Bonds accrues from their date of delivery and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2022. The Bonds are subject to redemption prior to their maturity. See "THE BONDS—Payment of Principal and Interest" and "Redemption Provisions" herein.

The Bonds are being issued as fully registered bonds, without coupons, in book-entry form only. When delivered, the Bonds will be initially registered in the name of Code & Co., as nominee of The Depository Trust Company ("DTC"), acting as securities depository for the Bonds. Individual purchasers of the Bonds will be made in book-entry form and only as authorized documentation as described in this Official Statement. So long as Code & Co. is the registered owner of the Bonds, payment of principal of and interest on the Bonds will be made by the County of Sacramento ("Sacramento County") or the "Paying Agent" in DTC, or subsequent assignee to DTC, participants who will remit such payments to the Beneficial Owners. See "APPENDIX E—DTC BOOK-ENTRY ONLY SYSTEM" attached herein.

The scheduled payment of principal of and interest on the SFID No. 1 Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the SFID No. 1 Bonds by Build America Mutual Assurance Company. See "BOND INSURANCE—SFID NO. 1 BONDS" herein and "APPENDIX F—SPECMEN MUNICIPAL BOND INSURANCE POLICY—SFID NO. 1 BONDS" attached herein.

The scheduled payment of principal of and interest on the SFID No. 2 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the SFID No. 2 Bonds by Assured Guaranty Municipal Corp. See "BOND INSURANCE—SFID NO. 2 BONDS" herein and "APPENDIX G—SPECMEN MUNICIPAL BOND INSURANCE POLICY—SFID NO. 2 BONDS" attached herein.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF ALL FACTORS RELEVANT TO ANY INVESTMENT IN THESE BONDS. INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. CAPITALIZED TERMS USED ON THIS COVER PAGE NOT OTHERWISE DEFINED WILL HAVE THEIR MEANINGS SET FORTH HEREIN.

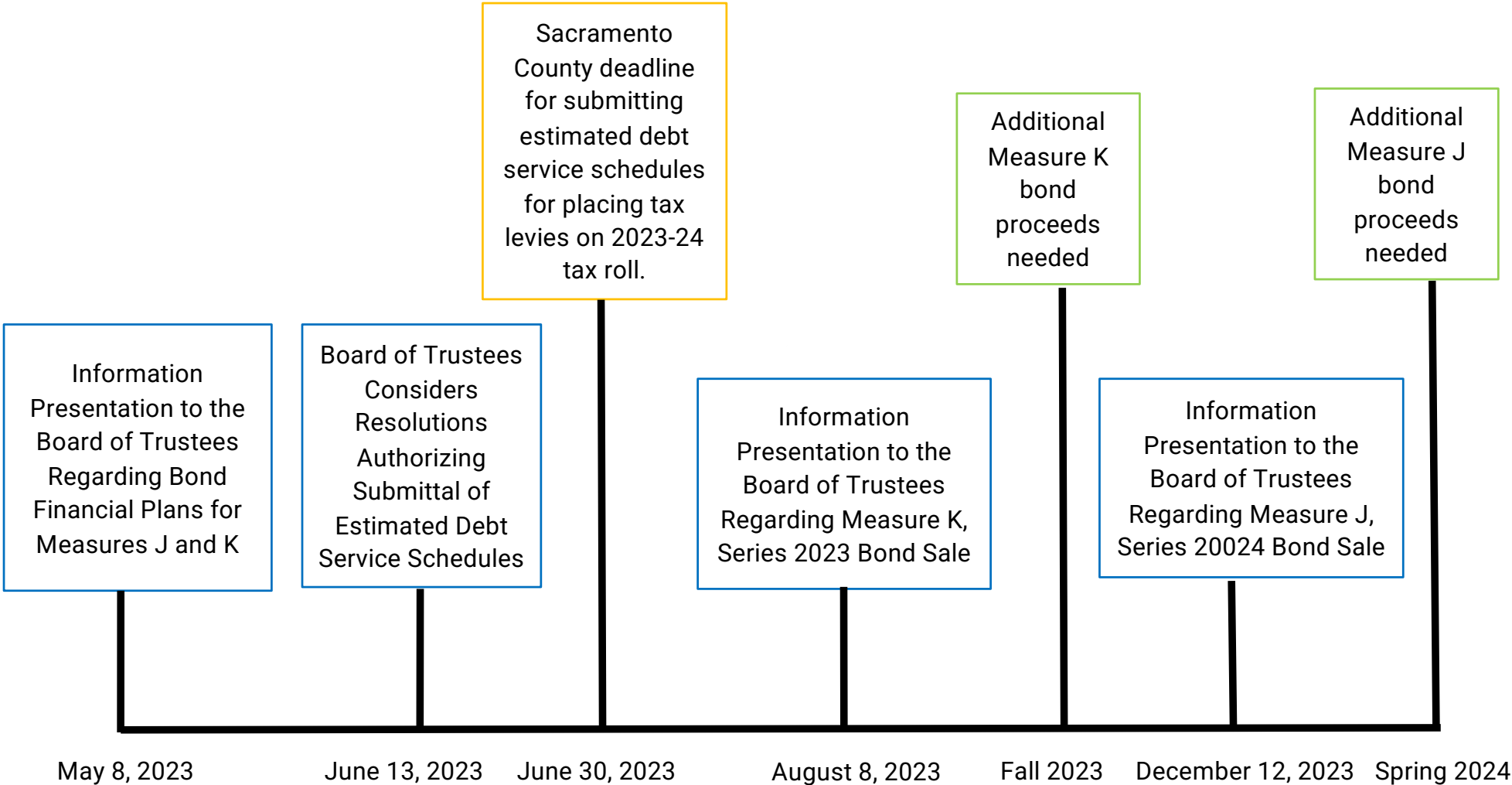
See Inside Cover Pages

The Bonds are offered here, as, and if issued by the School District and received by the Underwriter, subject to approval as to their legality by Parker & Cover LLP, Sacramento, California, Bond Counsel, and subject to certain other conditions. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about April 29, 2021.

This Official Statement is dated April 13, 2021.



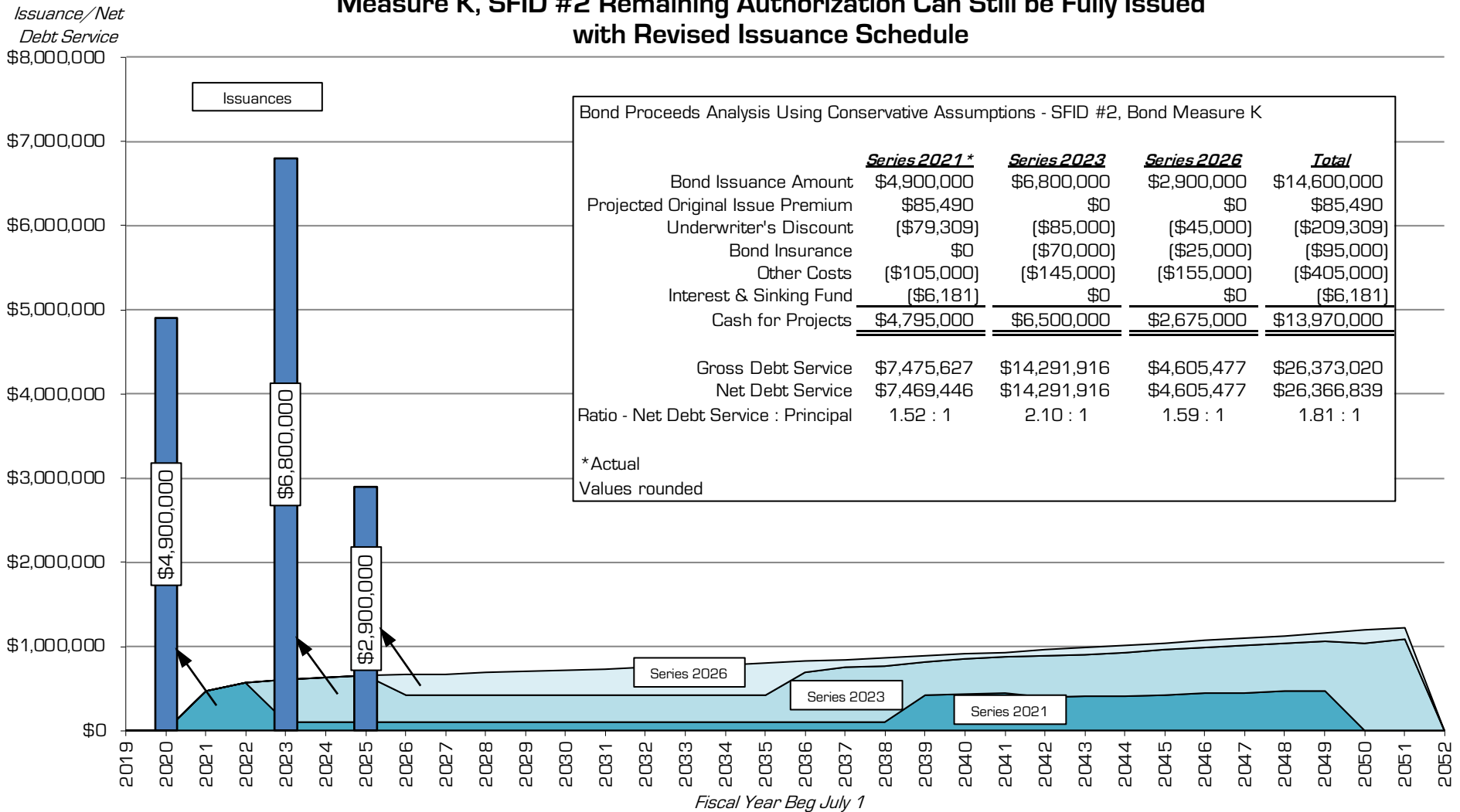
Second Series of Bonds for Measures J and K



Measure K - 2023 Bonds

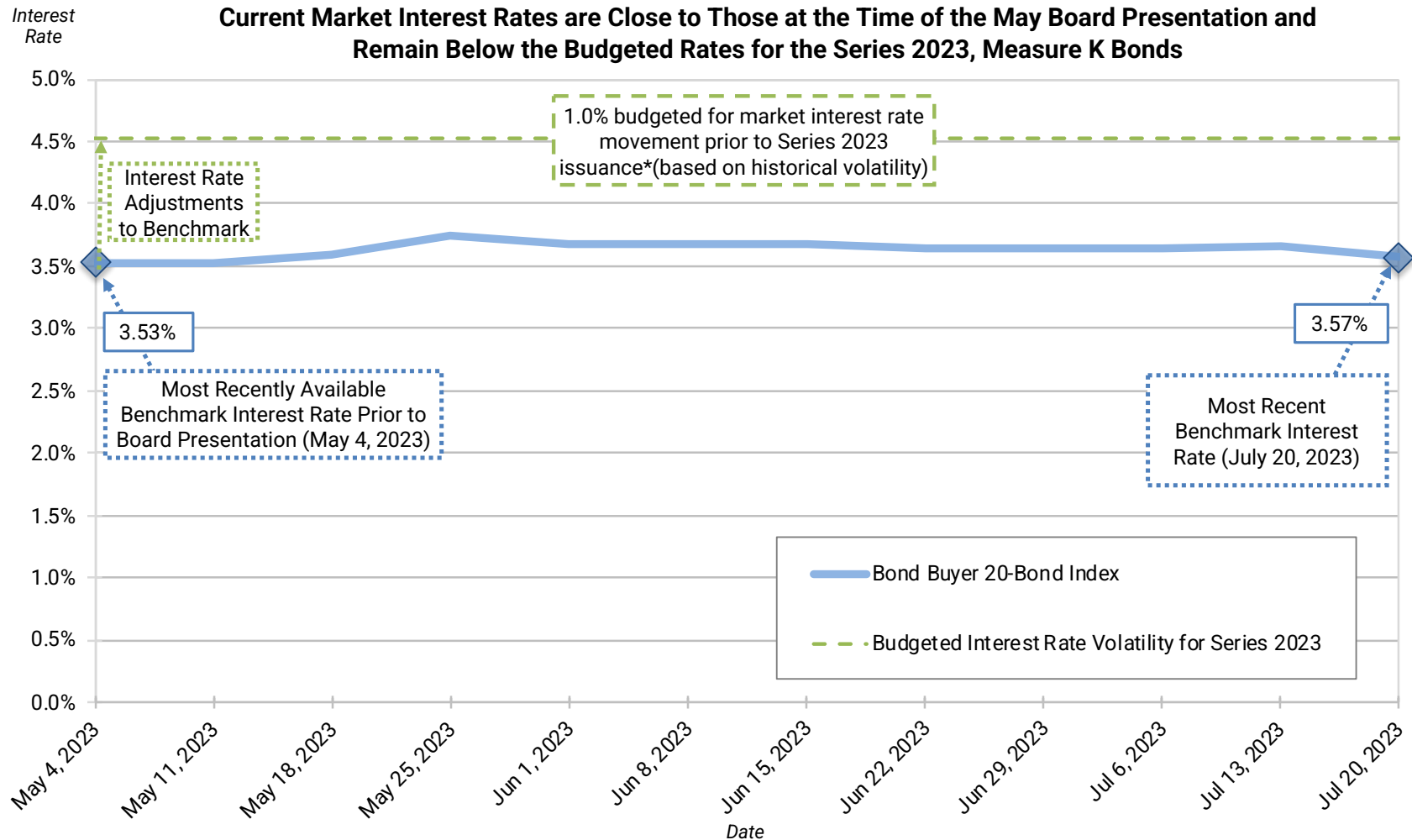
\$6.8 Million Nets \$6.5 Million for Facilities

Measure K, SFID #2 Remaining Authorization Can Still be Fully Issued with Revised Issuance Schedule



2022-23 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2026 are projected based on MMD "AAA" rates as of Apr 27, 2023, adjusted +85bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +100bp (2023) & 150bp (2026). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

Current Interest Rates within Budget



Notes: Interest rates for bond planning purposes were based on the Municipal Market Data (MMD) interest rate scale with an upwards adjustment (to account for the potential of interest rates increasing before the bonds are sold) based on historical volatility in Bond Buyer 20-Bond Index interest rates. This chart is showing the historical volatility assumption in comparison not to the MMD scale, but to the Bond Buyer 20-Bond Index for simplification and comparison in this presentation. The Bond Buyer 20-Bond Index consists of 20 general obligation bonds that mature in 20 years and is compiled every Thursday. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Rating Service AA rating.

Sale Methods

- ◆ Competitive Process - auction



- ◆ Negotiated Process - sale to pre-selected underwriter or lender/investor



- ✓ *The Government Finance Officers Association (GFOA) recommends that “issuers should sell their debt using a method of sale that is most likely to achieve the lowest cost of borrowing, while considering both short-range and long-range implications for taxpayers and ratepayers*



Recommended Bond Sale Process

- ◆ Recommendation: competitive bid process.
- ◆ Considering GFOA best practice *Selecting and Managing the Method of Sale of Bonds* (March 2021)
- ◆ Based on:
 - ▶ Rating of the bonds is expected to be in at least the single-A category (District's existing bonds are rated "A+").
 - ▶ The bonds are general obligation bonds secured by the full faith and credit of the District's tax base.
 - ▶ The bonds do not include features requiring extensive explanation to the bond market.
 - ▶ The District is well known and frequently in the market.*
- ✓ *The Measure K, Series 2021 Bonds received 4 bids.*



*We define "frequently" as meaning the proposed financing would be at least the third publicly offered issuance within the last five years.

Primary Legal Documents

- ◆ *Board Resolution*: authorizes bonds and signing of documents within parameters (bond amount, interest rate, etc.)
- ◆ *Form of Bond Purchase Agreement*: the underwriter purchases the bonds from the District and resells them to investors
- ◆ *Preliminary Official Statement*: discloses important information about the District and financing to investors
- ◆ *Form of Paying Agent Agreement*: a bank is assigned responsibility for forwarding principal and interest payments to investors
- ◆ *Form of Continuing Disclosure Certificate*: District provides updates to the bond market annually and if any significant events occur

Preliminary Official Statement - Overview of Disclosure

◆ Honest and Fair Dealing

Disclose all “material” facts



Heightened Securities and Exchange
Commission scrutiny



◆ Marketing

Present and future



Tips for Reviewing the Disclosure

- ◆ In reviewing the Preliminary Official Statement:
 - ▶ Format is based on the industry standard, for the convenience of the primary audience -- investors. Standard information is provided in standard fashion, which is often not in the best writing style.
 - ▶ Providing too much information can obscure important points; however, omitting information which might be material to an investment decision would be disastrous.
 - ▶ It is better to bring something to our attention, so that it can be considered and discussed, rather than assume that we've already thought of it.

It is Important to Review the Disclosure

- ◆ Securities and Exchange Commission report (January 1996) on the disclosure of Orange County in connection with the sale of municipal securities prior to its bankruptcy:

“In authorizing the issuance of securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may a public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading.”



Next Steps

- ◆ Today's Board meeting
 - ▶ Information presentation
 - ▶ Board considers adoption of resolution authorizing issuance of Measure K, Series 2023 Bonds
- ◆ August 23
 - ▶ Sale of Measure K, Series 2023 Bonds
- ◆ September 7,
 - ▶ Closing: Proceeds deposited with County
- ◆ September 12 Board meeting
 - ▶ Presentation of results of sale of Measure K, Series 2023 Bonds



Thank you, Any Questions?



For Reference

◆ May 9, 2023 Presentation

River Delta Unified School District

Bond Financial Plans for Measures J and K



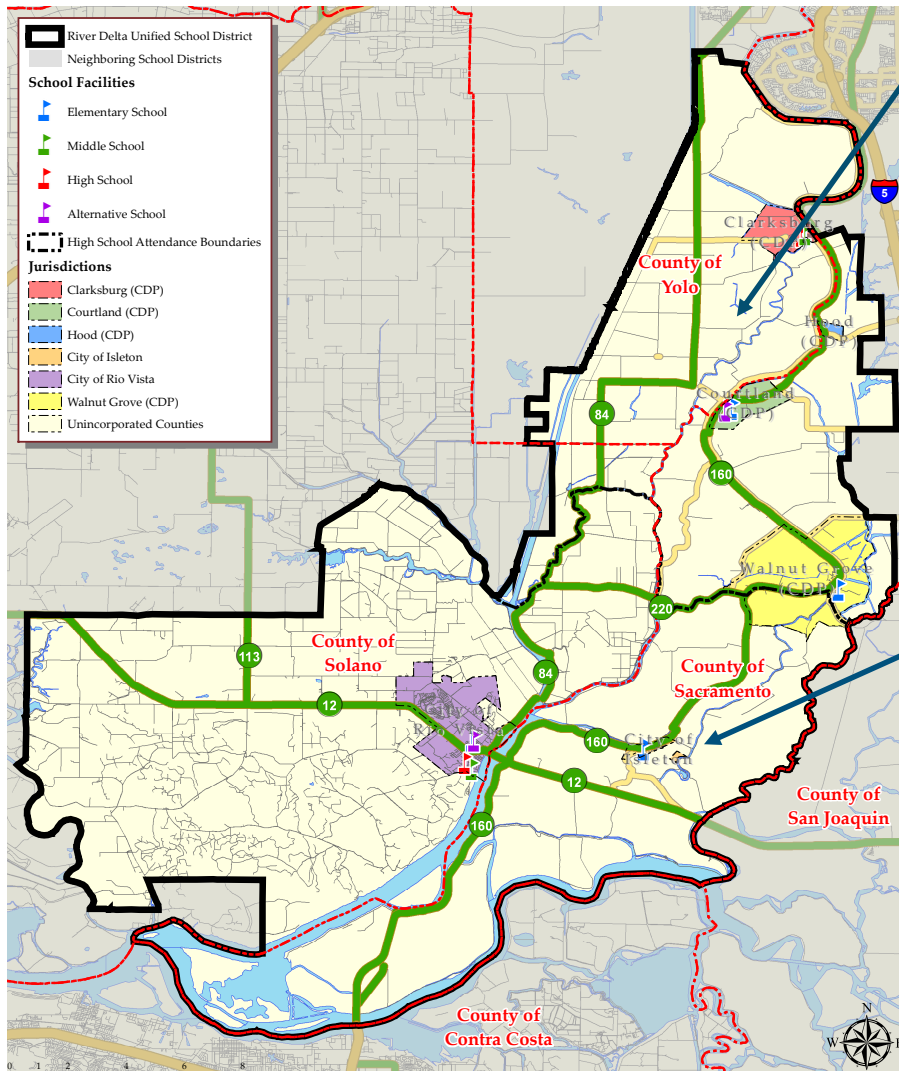
May 9, 2023
Presented by Lori Raineri

Agenda

- ◆ Brief Review of School Facilities Improvement District (SFID) Numbers 1 and 2.
- ◆ Brief Review of Measures J (SFID No. 1) and K (SFID No. 2).
- ◆ Bond Financial Plans for Measures J and K
- ◆ Next Steps
- ◆ For Reference



SFIDs No. 1 and No. 2



SFID No. 2

- ▶ Formed in 2004
- ▶ Boundary equals attendance boundary of Delta High School
- ▶ Includes Clarksburg, Courtland, Walnut Grove, and unincorporated portions of Sacramento, Solano and Yolo Counties

SFID No. 1

- ▶ Formed in 2004
- ▶ Boundary equals attendance boundary of Rio Vista High School
- ▶ Includes Rio Vista, Isleton, and other unincorporated portions of Sacramento and Solano Counties

Measures J (SFID No. 1) and K (SFID No. 2) (Election Day: November 3, 2020)

<u>Measure</u>	<u>Location</u>	<u>Authorization</u>	<u>Required Approval</u>	<u>Vote Received</u>	<u>Bonds Issued</u>	<u>Remaining Authorization</u>
J	SFID No. 1	\$45,700,000	55%	63.6%	\$15,300,000	\$30,400,000
K	SFID No. 2	\$14,600,000	55%	65.0%	\$4,900,000	\$9,700,000



NEW ISSUE
DTC BOOK-ENTRY ONLY

S&P Insured Ratings: "AA"
S&P Underlying Ratings: "A"
See "RATINGS" herein

In the opinion of Parker & Cover LLP, Sacramento, California ("Bond Counsel"), based upon an analysis of existing statutes, regulations, rulings and court decisions and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS—Tax Matters" herein.

\$15,300,000	\$4,900,000
General Obligation Bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District (Sacramento County and Solano County, California) Election of 2020, Series 2021	General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District (Sacramento County, Solano County and Yuba County, California) Election of 2020, Series 2021

DATED: Date of Delivery: **DUE:** August 1, as shown on the inside cover

The General Obligation Bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District (Sacramento County and Solano County, California), Election of 2020, Series 2021 in the aggregate principal amount of \$15,300,000 (the "SFID No. 1 Bonds") are being issued by the River Delta Unified School District (the "School District") to (i) finance certain of the school facilities projects set forth in the ballot measure approved by voters at an election held on November 3, 2020, (ii) fund a deposit to the SFID No. 1 Tax Collection Fund (as defined herein) to pay debt service on the SFID No. 1 Bonds for a period of time and (iii) pay certain costs of issuance of the SFID No. 1 Bonds. The General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District (Sacramento County, Solano County and Yuba County, California), Election of 2020, Series 2021 in the aggregate principal amount of \$4,900,000 (the "SFID No. 2 Bonds") and, together with the SFID No. 1 Bonds, the "Bonds" are being issued by the School District to (i) finance certain of the school facilities projects set forth in the ballot measure approved by voters at an election held on November 3, 2020, (ii) fund a deposit to the SFID No. 2 Tax Collection Fund (as defined herein) to pay debt service on the SFID No. 2 Bonds for a period of time and (iii) pay certain costs of issuance of the SFID No. 2 Bonds. See "PLAN OF FINANCE" herein.

The SFID No. 1 Bonds are general obligation bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District ("SFID No. 1"), payable from and out of property taxes levied and collected by Sacramento County and Solano County against taxable property located within the boundaries of SFID No. 1 and other amounts on deposit to the SFID No. 1 Tax Collection Fund. The SFID No. 2 Bonds are general obligation bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District ("SFID No. 2") and, together with SFID No. 1, the "SFID", payable from and out of property taxes levied and collected by Sacramento County, Solano County and Yuba County against taxable property located within the boundaries of SFID No. 2 and other amounts on deposit to the SFID No. 2 Tax Collection Fund. The Board of Supervisors of Sacramento County, the Board of Supervisors of Solano County and the Board of Supervisors of Yuba County are empowered and obligated to annually levy and collect all out-of-pocket property taxes without limitation as to rate or amount on all taxable property within the boundaries of the SFID (except for certain personal property which is taxable at limited rates) for the payment of principal of and interest on the Bonds. See "SECURITY AND SCHEDULE OF PAYMENTS" herein.

The Bonds are being issued as current interest bonds in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds mature on August 1 in the years and amounts set forth on the inside cover pages hereof. Interest on the Bonds accrues from their date of delivery and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2022. The Bonds are subject to redemption prior to their maturity. See "THE BONDS—Payment of Principal and Interest" and "Redemption Provisions" herein.

The Bonds are being issued as fully registered bonds, without coupons, in book-entry form only. When delivered, the Bonds will be initially registered in the name of Code & Co., an affiliate of The Depository Trust Company ("DTC"), acting as securities depository for the Bonds. Individual purchasers of the Bonds will be made in book-entry form and only as authorized documentation as described in this Official Statement. So long as Code & Co. is the registered owner of the Bonds, payment of principal of and interest on the Bonds will be made by the County of Sacramento ("Sacramento County") or the "Paying Agent" to DTC for subsequent endorsement to DTC participants who will remit such payments to the Beneficial Owners. See "APPENDIX E—DTC BOOK-ENTRY ONLY SYSTEM" attached herein.

The scheduled payment of principal of and interest on the SFID No. 1 Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the SFID No. 1 Bonds by Build America Mutual Assurance Company. See "BOND INSURANCE—SFID NO. 1 BONDS" herein and "APPENDIX F—SPECMEN MUNICIPAL BOND INSURANCE POLICY—SFID NO. 1 BONDS" attached herein.

The scheduled payment of principal of and interest on the SFID No. 2 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the SFID No. 2 Bonds by Assured Guaranty Municipal Corp. See "BOND INSURANCE—SFID NO. 2 BONDS" herein and "APPENDIX G—SPECMEN MUNICIPAL BOND INSURANCE POLICY—SFID NO. 2 BONDS" attached herein.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF ALL FACTORS RELEVANT TO AN INVESTMENT IN THESE BONDS. INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. CAPITALIZED TERMS USED ON THIS COVER PAGE NOT OTHERWISE DEFINED WILL HAVE THEIR MEANINGS SET FORTH HEREIN.

MAY VOTE! SCHEDULES

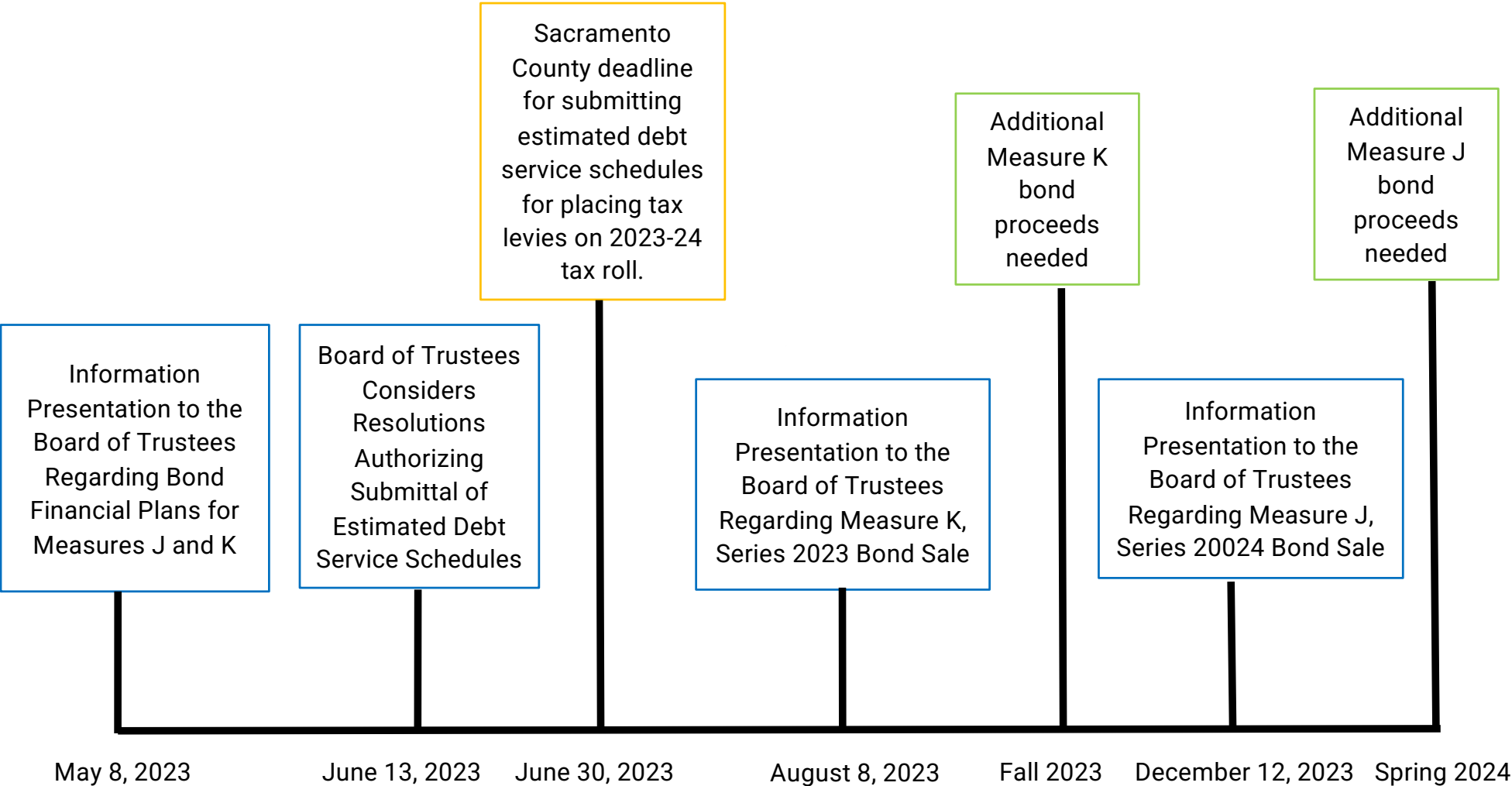
See Inside Cover Pages

The Bonds are offered when, as, and if issued by the School District and received by the Underwriter, subject to approval as to their legality by Parker & Cover LLP, Sacramento, California, Bond Counsel, and subject to certain other conditions. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about April 29, 2021.

This Official Statement is dated April 13, 2021.



Second Series of Bonds for Measures J and K



Bond Tax Levies

- ◆ Bond tax rate \approx debt service \div assessed value
- ◆ Each property pays its share of the debt service for the bonds issued based on its individual assessed value (not market value)

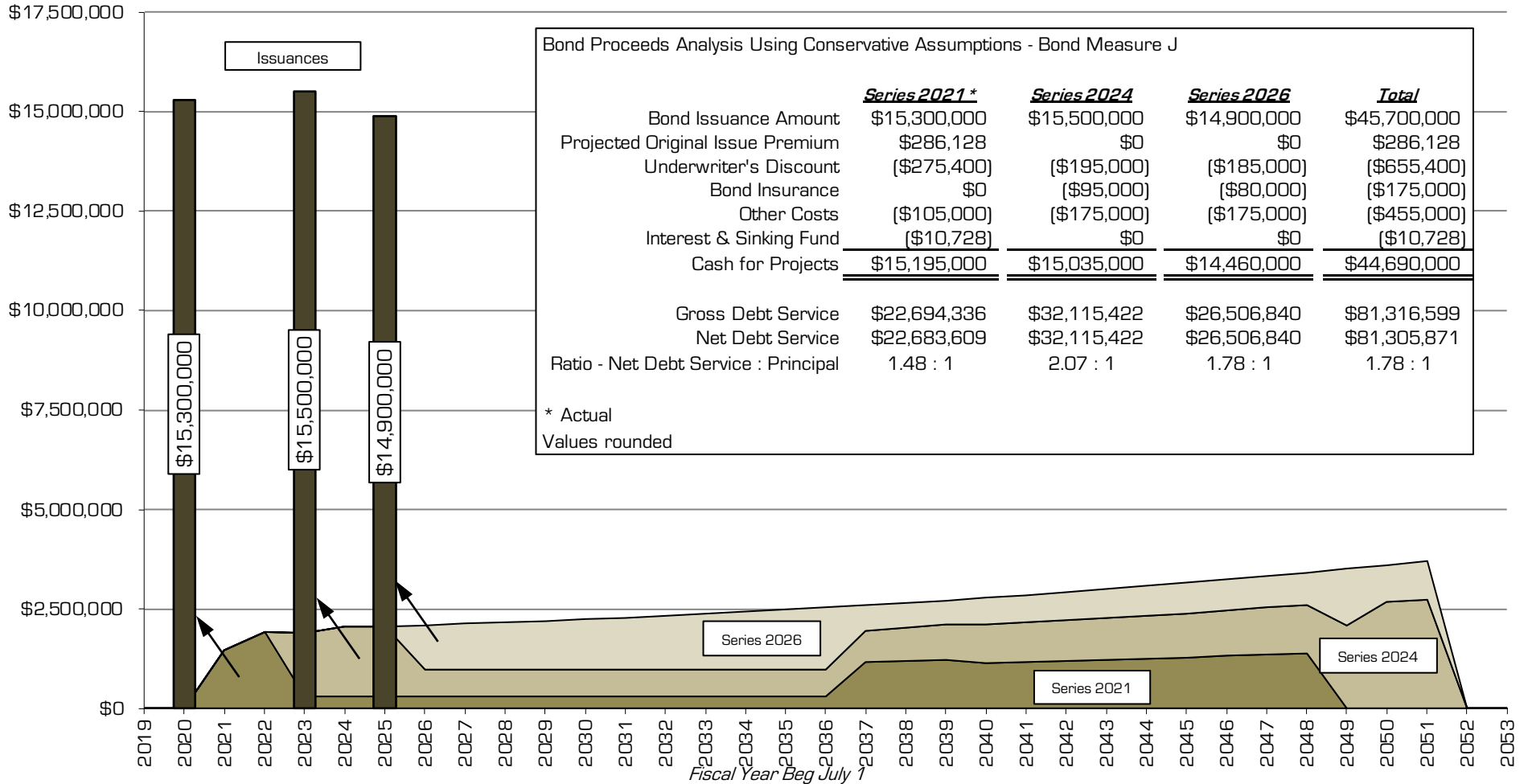


Measure J - 2024 Bonds

\$15.5 Million Nets \$15 Million For Facilities

Issuance/Net Debt Service

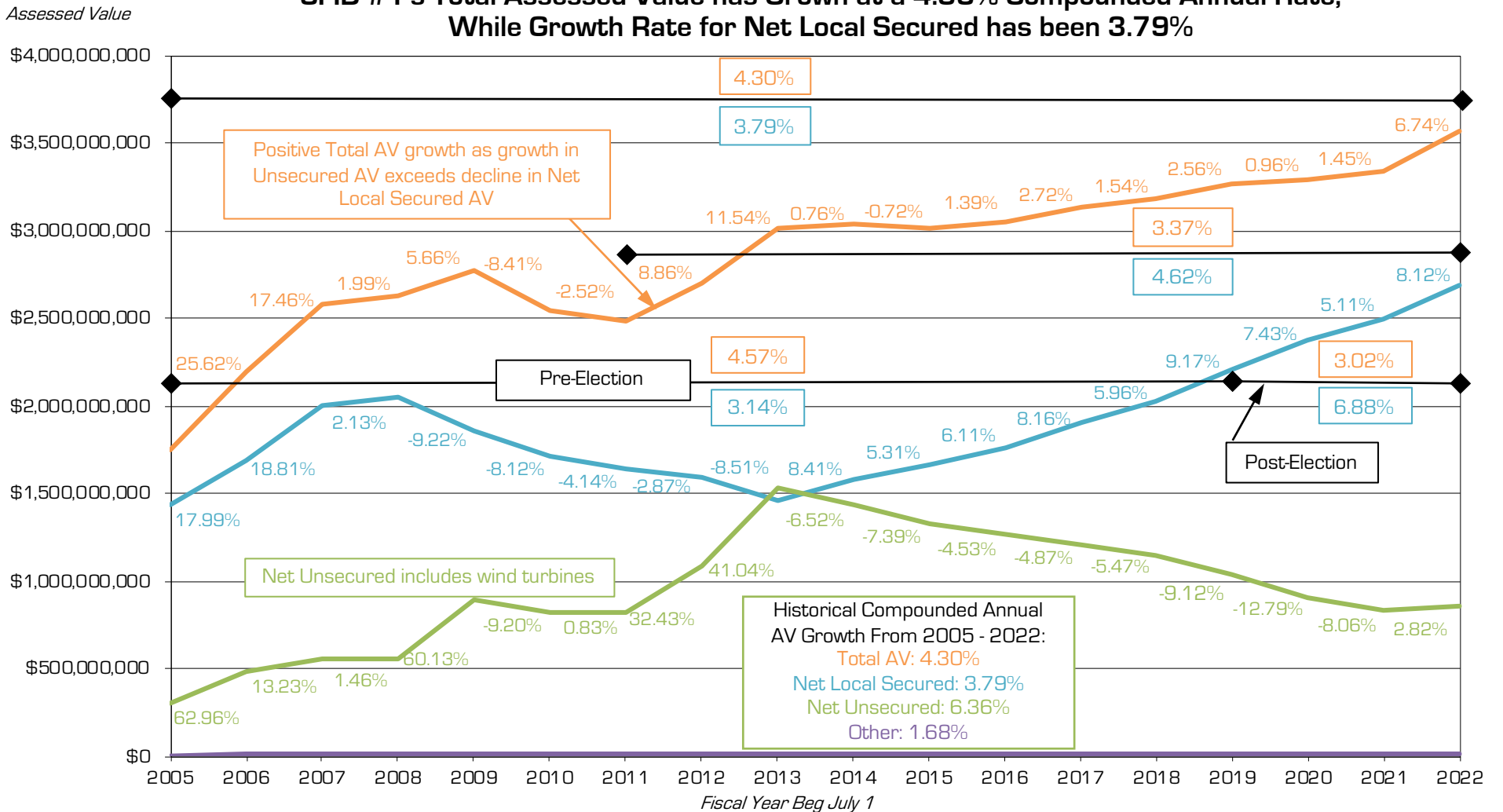
Still on Course to Issue Full \$45.7 Million Measure J Authorization for SFID #1



2022-23 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2024 & 2026 are projected based on MMD "AAA" rates as of Apr 27, 2023, adjusted +85bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +125bp (2024), & +150bp (2026). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

SFID No. 1 Historical AV

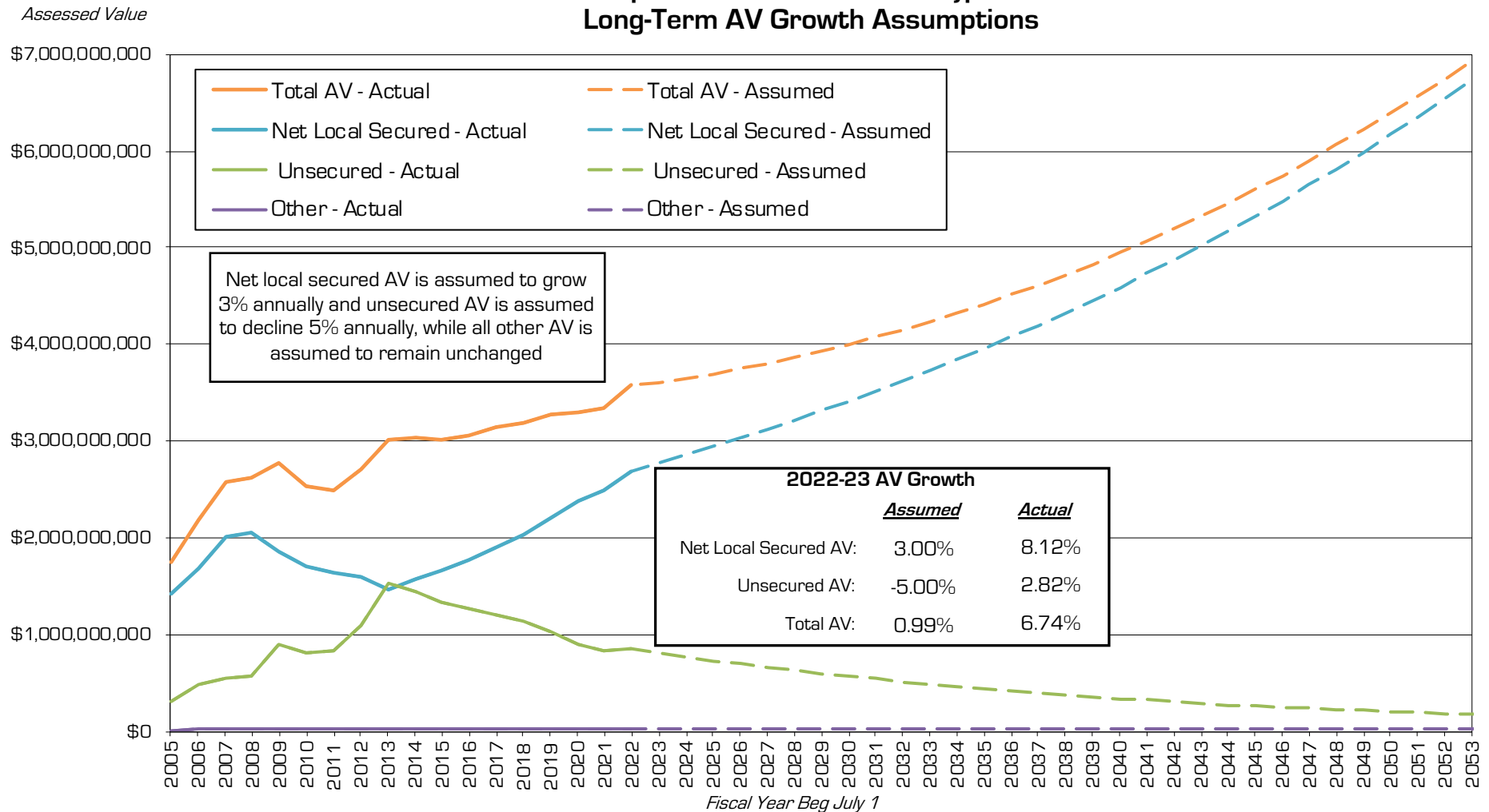
SFID #1's Total Assessed Value has Grown at a 4.30% Compounded Annual Rate, While Growth Rate for Net Local Secured has been 3.79%



Historical assessed value (AV) provided by the Sacramento & Solano Auditor-Controller's Offices. The District's total AV is comprised of net local secured, mineral (oil) and other (utility & homeowners exemption). Changes shown are annual changes. Wind turbines in Solano Co. comprise the majority of unsecured assessed value, with development occurring primarily between 2005 and 2012.

SFID No. 1 Assumed Future AV

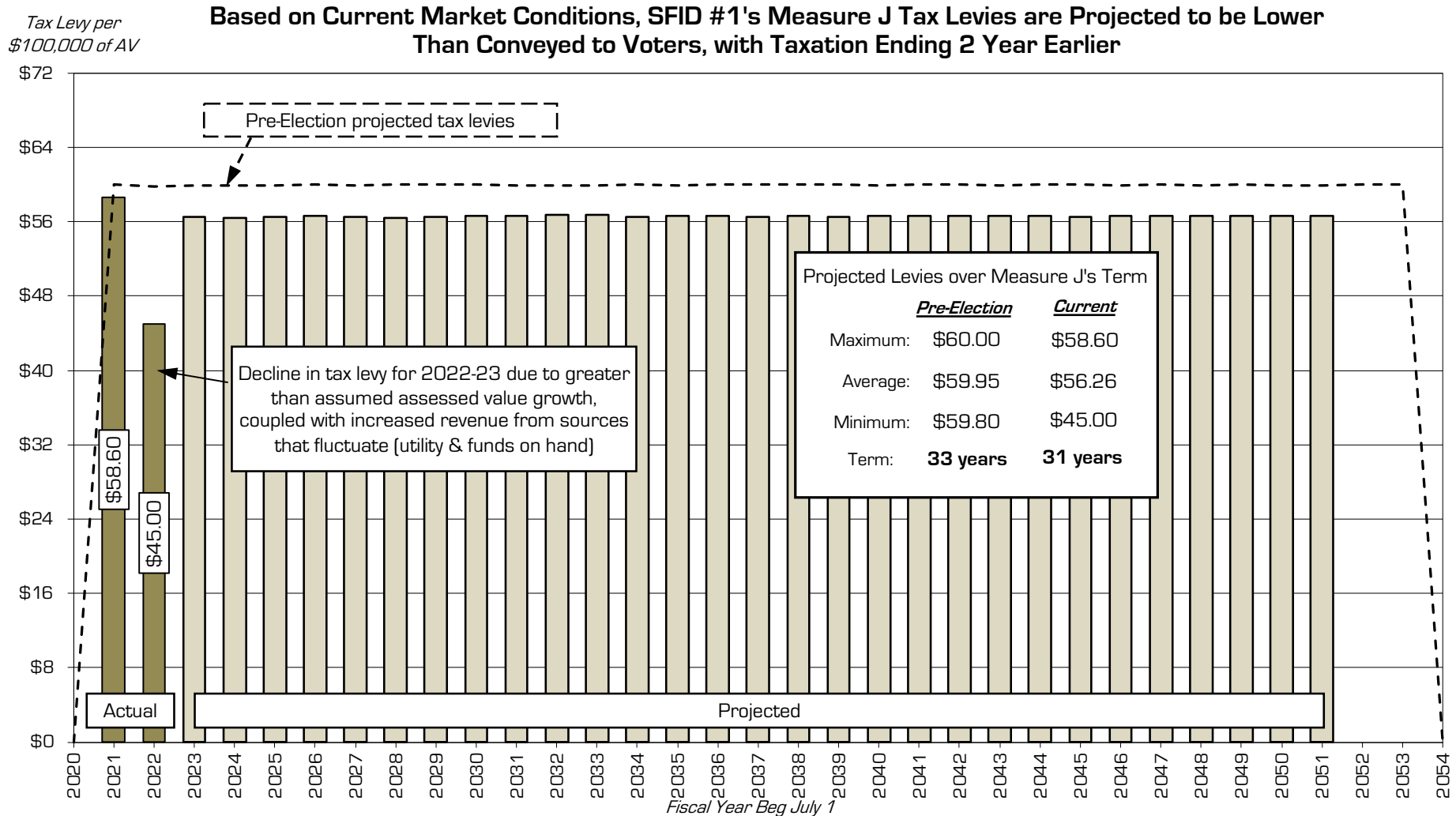
Different AV Assumptions Based on the AV Types Lead to Moderate Long-Term AV Growth Assumptions



Historical assessed value (AV) provided by Sacramento & Solano County Auditor-Controller's Offices. The District's total AV is comprised of net local secured, utility, homeowners exemption, and unsecured values. As homeowners exemption & unsecured components are relatively small and tend to be subject to less predictable volatility, the AV focuses on net local secured. Other AV consists of utility, homeowners exemption and unsecured AV.

Measure J

Projected Levies < Pre-Election Estimates



Pre-election information from bond plan that was genesis of bond measure. 2022-23 AV is actual with 3% assumed annual growth in net local secured, & a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2024 & 2026 are projected based on MMD "AAA" rates as of Apr 27, 2023, adjusted +85bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +125bp (2024), & +150bp (2026). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

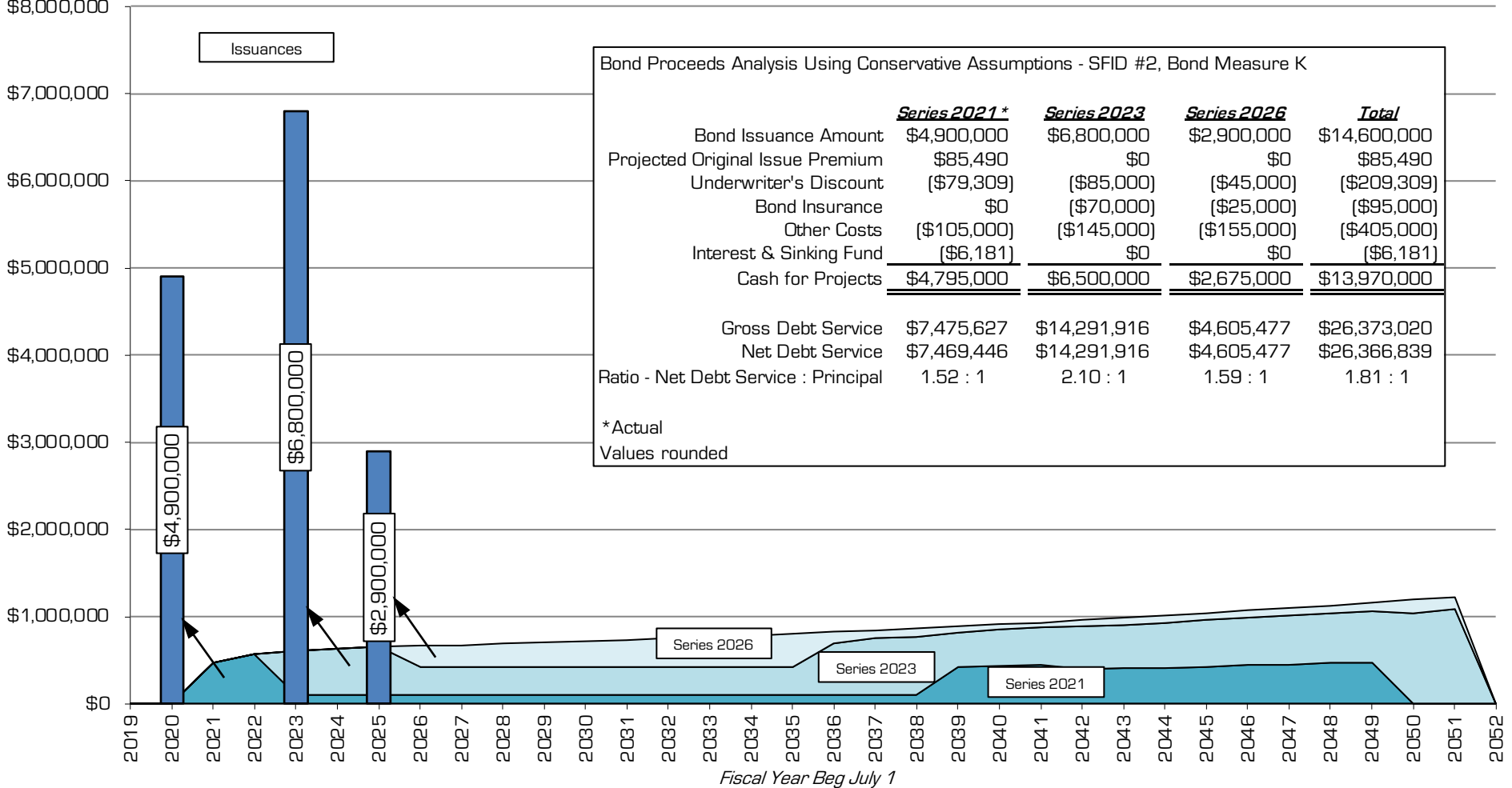
✓ **Projected tax levies based on pre-election structure of three series**

Measure K - 2023 Bonds

\$6.8 Million Nets \$6.5 Million for Facilities

Measure K, SFID #2 Remaining Authorization Can Still be Fully Issued with Revised Issuance Schedule

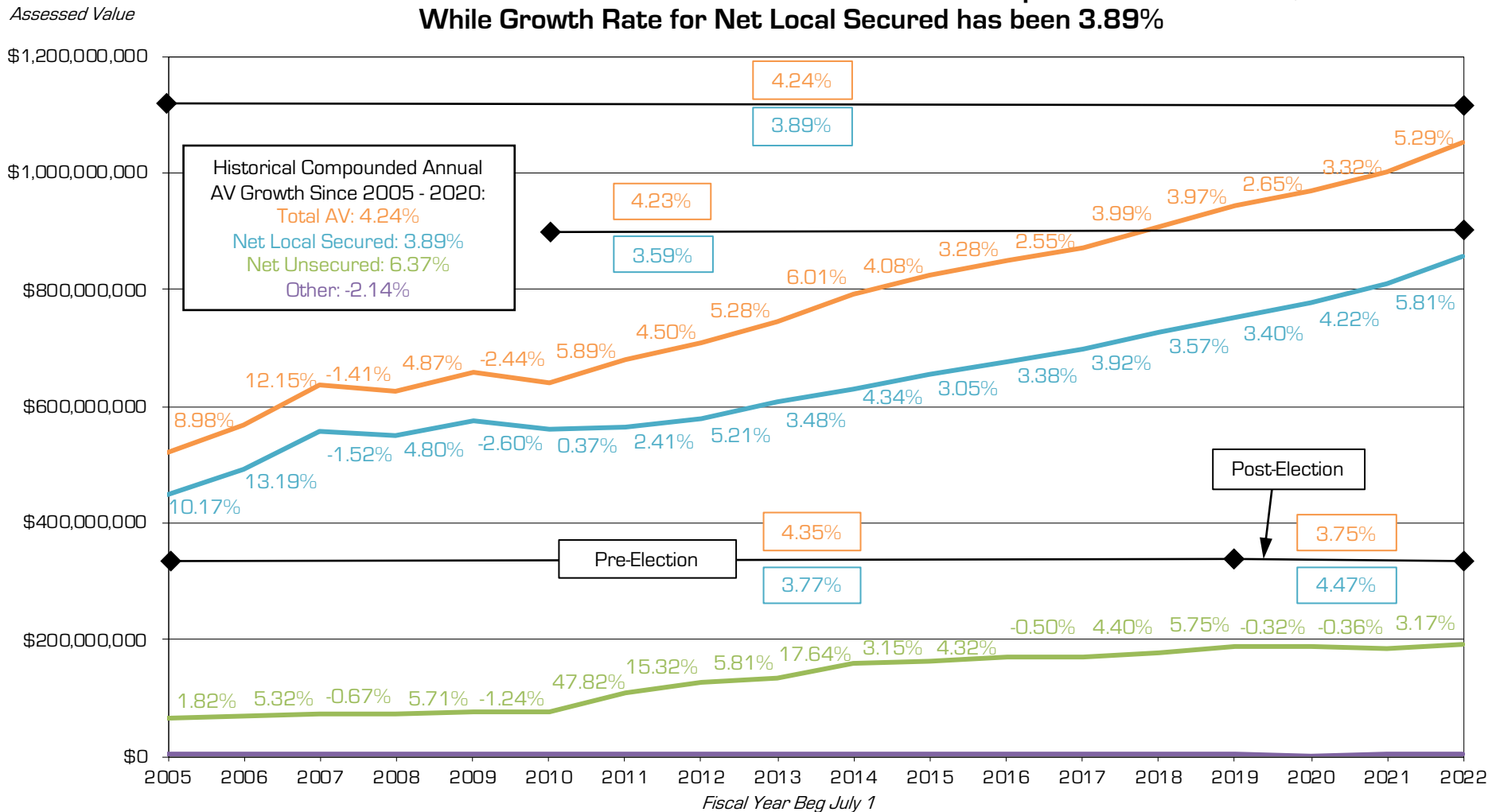
Issuance/Net Debt Service
\$8,000,000



2022-23 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2026 are projected based on MMD "AAA" rates as of Apr 27, 2023, adjusted +85bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +100bp (2023) & 150bp (2026). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

SFID No. 2 Historical AV

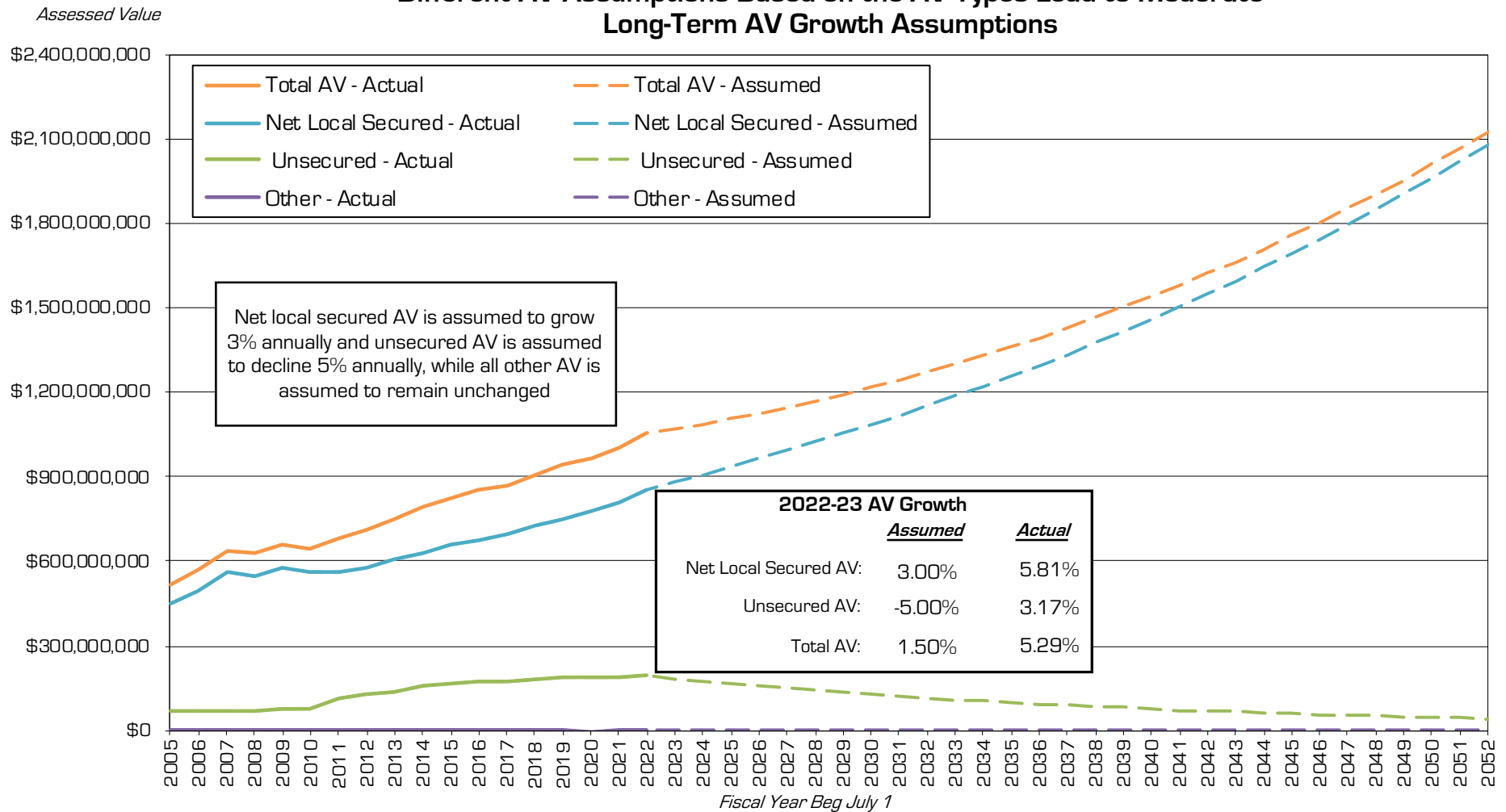
SFID #2's Total Assessed Value has Grown at 4.24% Compounded Annual Rate, While Growth Rate for Net Local Secured has been 3.89%



Historical assessed value (AV) provided by the Sacramento, Yolo, & Solano Auditor-Controller's Offices. The District's total AV is comprised of net local secured, mineral (oil) and other (utility & homeowners exemption). Changes shown are annual changes.

SFID No. 2 Assumed Future AV

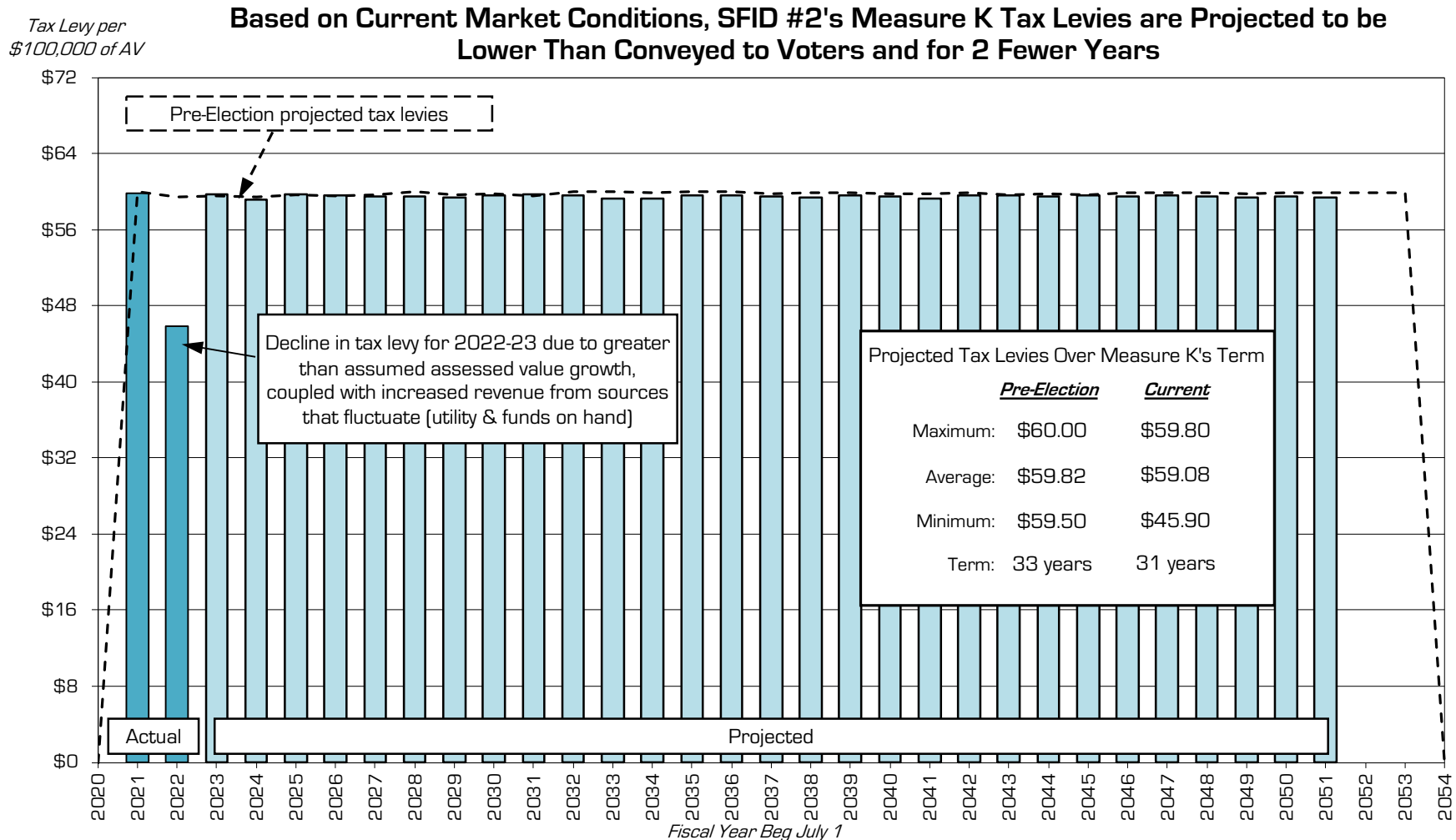
Different AV Assumptions Based on the AV Types Lead to Moderate Long-Term AV Growth Assumptions



Historical assessed value (AV) provided by Sacramento, Solano, & Yolo County Auditor-Controller's Offices. The District's total AV is comprised of net local secured, utility, homeowners exemption, and unsecured values. As homeowners exemption & unsecured components are relatively small and tend to be subject to less predictable volatility, the AV focuses on net local secured. Other AV consists of utility, homeowners exemption and unsecured AV.

Measure K

Projected Levies < Pre-Election Estimates



Pre-election information from bond plan that was genesis of bond measure. 2022-23 AV is actual with 3% assumed annual growth in net local secured, a 5% annual decline in local unsecured AV, while all other AV types are assumed to remain unchanged. Series 2021 net debt service is actual, while Series 2023 & 2026 are projected based on MMD "AAA" rates as of Apr 27, 2023, adjusted +85bp for assumed "A+" rating, plus timing adjustments for potential rate increasing prior to bond issuance of +100bp (2023) & +150bp (2026). Fiscal year debt service is shown, with reserve equal to the first 6 months of debt service for the following fiscal year, less prior year's reserve collection and funds deposited to Debt Service Fund. Values rounded.

✓ Projected tax levies based on pre-election structure of three series

Next Steps

DATE	ITEM
May 9, 2023	District Board Meeting: Information presentation regarding issuing second series of bonds from Measures J and K
June 13, 2023	District Board Meeting: Resolutions authorizing the County to levy 2023-24 property taxes on the basis of an estimated debt service schedule considered for adoption.
Before June 30, 2023	Estimated debt service schedules along with signed District resolutions delivered to County of Sacramento.
August 8, 2023	District Board Meeting: 1. Information provided regarding details of sale of Measure K, Series 2023 Bonds. 2. Board considers adoption of resolution authorizing issuance of Measure K, Series 2023 Bonds.
August 23, 2023	Sale of Measure K, Series 2023 Bonds
September 7, 2023	Closing: Bond proceeds deposited with County.
September 12, 2023	District Board Meeting: Presentation regarding results of sale of the Measure K, Series 2023 Bonds.

✓ *Timeline details for sale of Measure J Bonds in spring 2024 will be confirmed closer to that time.*



Thank You, Any Questions?



For Reference

- ◆ General Obligation Bond Portfolio
- ◆ Additional Information Regarding Assessed Value and Bonding Capacity

General Obligation Bond Portfolio

SFD No. 1 - General Obligation Bonds, November 2004 Election - Measure U, \$14,000,000

Series	Close Date	Bond Type	Issuance - New Money	Issuance - Refinancing	Total Issuance	Total Net Debt Service	Debt Service to Principal at Issuance	Principal Paid & to be Paid as of May 1, 2023	Debt Service Paid & to be Paid as of May 1, 2023	Outstanding Principal as of May 1, 2023	Final Maturity	Able to Call?	Next Call Date	Callable Principal	Weighted Average Callable Coupon	Next Call Premium
2005	Mar-05	CIBs	\$7,795,000	\$0	\$7,795,000	\$11,980,173	1.85 : 1	\$2,540,000	\$5,101,117	\$0	Aug 1, 2015	n/a	n/a	\$0	n/a	n/a
		CABs	\$454,979	\$0	\$454,979	\$3,270,000		\$454,979	\$3,270,000	\$454,979	Aug 1, 2029	No	n/a	\$0	n/a	n/a
2006	Dec-06	CIBs	\$5,030,000	\$0	\$5,030,000	\$6,818,492	1.36 : 1	\$5,030,000	\$6,818,492	\$0	Aug 1, 2020	n/a	n/a	\$0	n/a	0%
		CABs	\$719,994	\$0	\$719,994	\$975,000		\$719,994	\$975,000	\$0	Aug 1, 2010	No	n/a	\$0	n/a	n/a
2014 Rfg	Nov-14	CIBs	\$0	\$5,550,800	\$5,550,800	\$6,513,362	1.17 : 1	\$5,550,800	\$6,513,362	\$1,665,560	Aug 1, 2025	Yes	Any	\$1,665,560	3.33%	0%
			<u>\$13,999,973</u>	<u>\$5,550,800</u>				<u>\$22,677,970</u>	<u>\$2,120,539</u>							

Debt Service to Principal Ratios

Debt service of new money issuances to new money principal: 1.65 : 1
 Total debt service after refinancing to new money principal: 1.62 : 1

SFD No. 1 - General Obligation Bonds, November 2020 Election - Measure J, \$45,700,000

Series	Close Date	Bond Type	Issuance - New Money	Issuance - Refinancing	Total Issuance	Total Net Debt Service	Debt Service to Principal at Issuance	Principal Paid & to be Paid as of May 1, 2023	Debt Service Paid & to be Paid as of May 1, 2023	Outstanding Principal as of May 1, 2023	Final Maturity	Able to Call?	Next Call Date	Callable Principal	Weighted Average Callable Coupon	Next Call Premium
2021	Apr-21	CIBs	\$15,300,000	\$0	\$15,300,000	\$22,683,609	1.48 : 1	\$15,300,000	\$22,683,609	\$14,390,000	Aug 1, 2049	Yes	Aug 1, 2030	\$12,840,000	2.40%	0%
			<u>\$15,300,000</u>	<u>\$0</u>				<u>\$22,683,609</u>	<u>\$14,390,000</u>							

Debt Service to Principal Ratios

Debt service of new money issuances to new money principal: 1.48 : 1

General Obligation Bond Portfolio (Cont.)

SFID No. 2 - General Obligation Bonds, November 2004 Election - Measure V, \$9,000,000

Series	Close Date	Bond Type	Issuance - New Money	Issuance - Refinancing	Total Issuance	Total Net Debt Service	Debt Service to Principal at Issuance	Principal Paid & to be Paid as of May 1, 2023	Debt Service Paid & to be Paid as of May 1, 2023	Outstanding Principal as of May 1, 2023	Final Maturity	Able to Call?	Next Call Date	Callable Principal	Weighted Average Callable Coupon	Next Call Premium
2005	Mar-05	CIBs	\$3,505,000	\$0	\$3,505,000	\$5,512,663	2.06 : 1	\$875,000	\$2,168,841	\$0	Aug 1, 2015	n/a	n/a	\$0	n/a	n/a
		CABs	\$494,987	\$0	\$494,987	\$2,710,000		\$494,987	\$2,710,000	\$494,987	Aug 1, 2029	No	n/a	\$0	n/a	n/a
2006	Dec-06	CIBs	\$1,075,000	\$0	\$1,075,000	\$1,538,062	2.19 : 1	\$360,000	\$651,962	\$0	Aug 1, 2016	n/a	n/a	\$0	n/a	n/a
		CABs	\$624,994	\$0	\$624,994	\$2,182,807		\$624,994	\$2,182,807	\$624,994	Aug 1, 2031	No	n/a	\$0	n/a	n/a
2008	May-08	CABs	\$3,300,015	\$0	\$3,300,015	\$19,510,582	5.91 : 1	\$3,300,015	\$19,510,582	\$3,300,015	Apr 1, 2048	No	n/a	\$0	n/a	n/a
2015 Rfg	Feb-15	CIBs	\$0	\$3,510,000	\$3,510,000	\$3,997,572	1.14 : 1	\$3,510,000	\$3,997,572	\$1,005,527	Aug 1, 2024	Yes	Any	\$1,005,527	2.76%	0%
			\$8,999,996	\$3,510,000				\$31,221,765	\$5,425,523							

Debt Service to Principal Ratios

Debt service of new money issuances to new money principal: 3.49 : 1
 Total debt service after refinancing to new money principal: 3.47 : 1

SFID No. 2 - General Obligation Bonds, November 2020 Election - Measure K, \$14,600,000

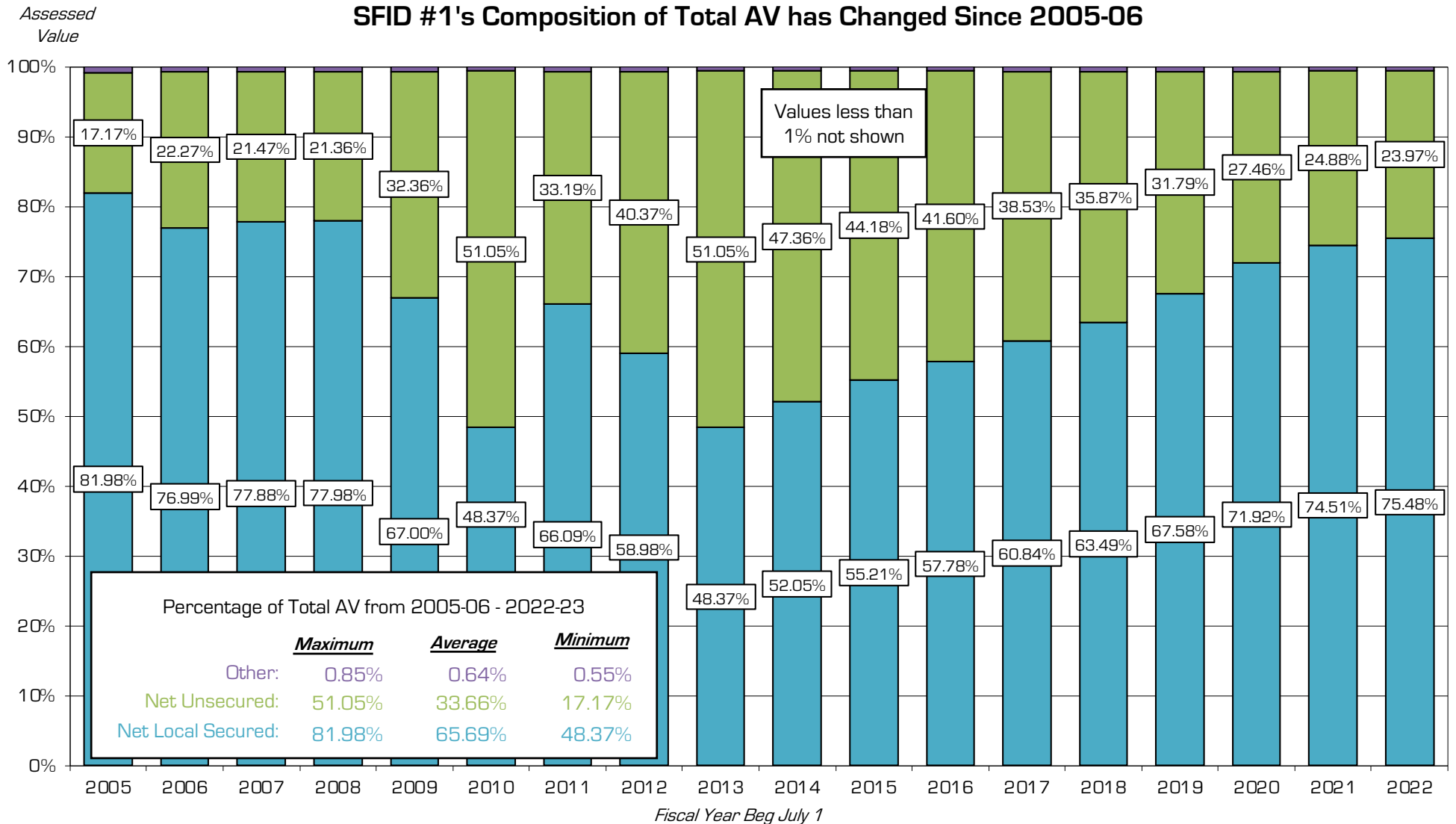
Series	Close Date	Bond Type	Issuance - New Money	Issuance - Refinancing	Total Issuance	Total Net Debt Service	Debt Service to Principal at Issuance	Principal Paid & to be Paid as of May 1, 2023	Debt Service Paid & to be Paid as of May 1, 2023	Outstanding Principal as of May 1, 2023	Final Maturity	Able to Call?	Next Call Date	Callable Principal	Weighted Average Callable Coupon	Next Call Premium
2021	Apr-21	CIBs	\$4,900,000	\$0	\$4,900,000	\$7,469,446	1.52 : 1	\$4,900,000	\$7,469,446	\$4,600,000	Aug 1, 2050	Yes	Aug 1, 2030	\$4,150,000	2.45%	0%
			\$4,900,000	\$0				\$7,469,446	\$4,600,000							

Debt Service to Principal Ratios

Debt service of new money issuances to new money principal: 1.52 : 1

- ¹ Series 2005, Measure U, SFID #1 net debt service reflects application of \$110,000 deposited to Debt Service Fund;
- ² Series 2006, Measure U, SFID #1 net debt service reflects application of \$149,614 deposited to Debt Service Fund;
- ³ Series 2005, Measure U, SFID #1 CIBs refinanced by Series 2014 Rfg Bonds, saving taxpayers \$365,695;
- ⁴ Series 2005, Measure V, SFID #2 net debt service reflects application of \$50,000 deposited to Debt Service Fund;
- ⁵ Series 2006, Measure V, SFID #2 net debt service reflects application of \$25,490 deposited to Debt Service Fund;
- ⁶ Series 2005 & 2006, Measure V, SFID #2 CIBs refinanced by Series 2015 Refunding Bonds saving taxpayers \$232,349;
- ⁷ Series 2021, Measure J, SFID #1 net debt service reflects application of \$10,728 deposited to Debt Service Fund;
- ⁸ Series 2021, Measure K, SFID #2 net debt service reflects application of \$6,181 deposited to Debt Service Fund.

SFID No. 1 - Historical AV Composition

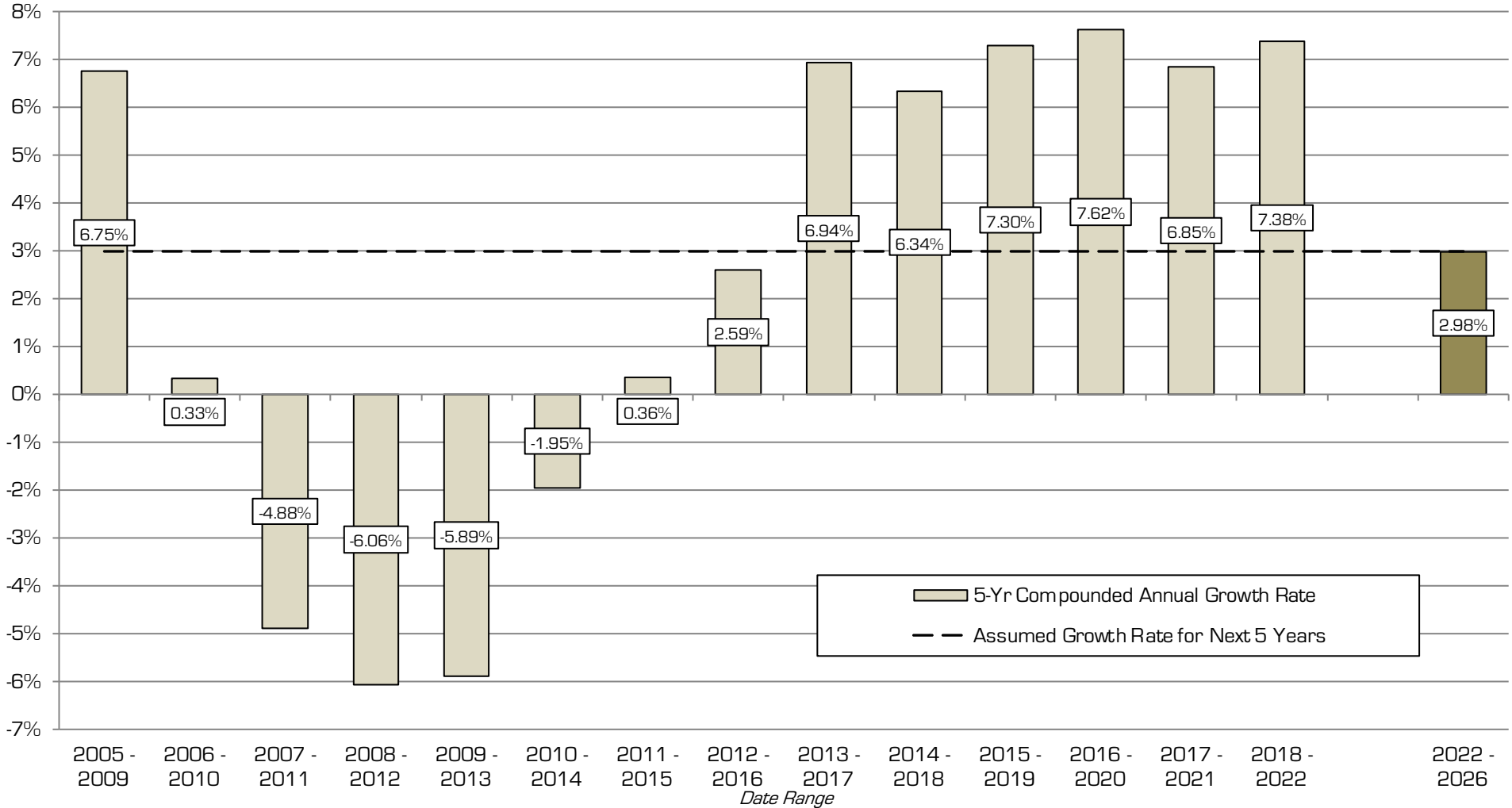


Historical assessed value (AV) provided by the Sacramento & Solano County Auditor-Controller's Offices. The District's total AV is comprised of net local secured, and other (utility & homeowners exemption).

SFID No. 1 - Historical AV Analysis - 5 Year Periods

Compounded Annual Growth
Rate - Total Secured AV

2.98% Secured AV Growth Assumption for Next 5 Years within SFID #1

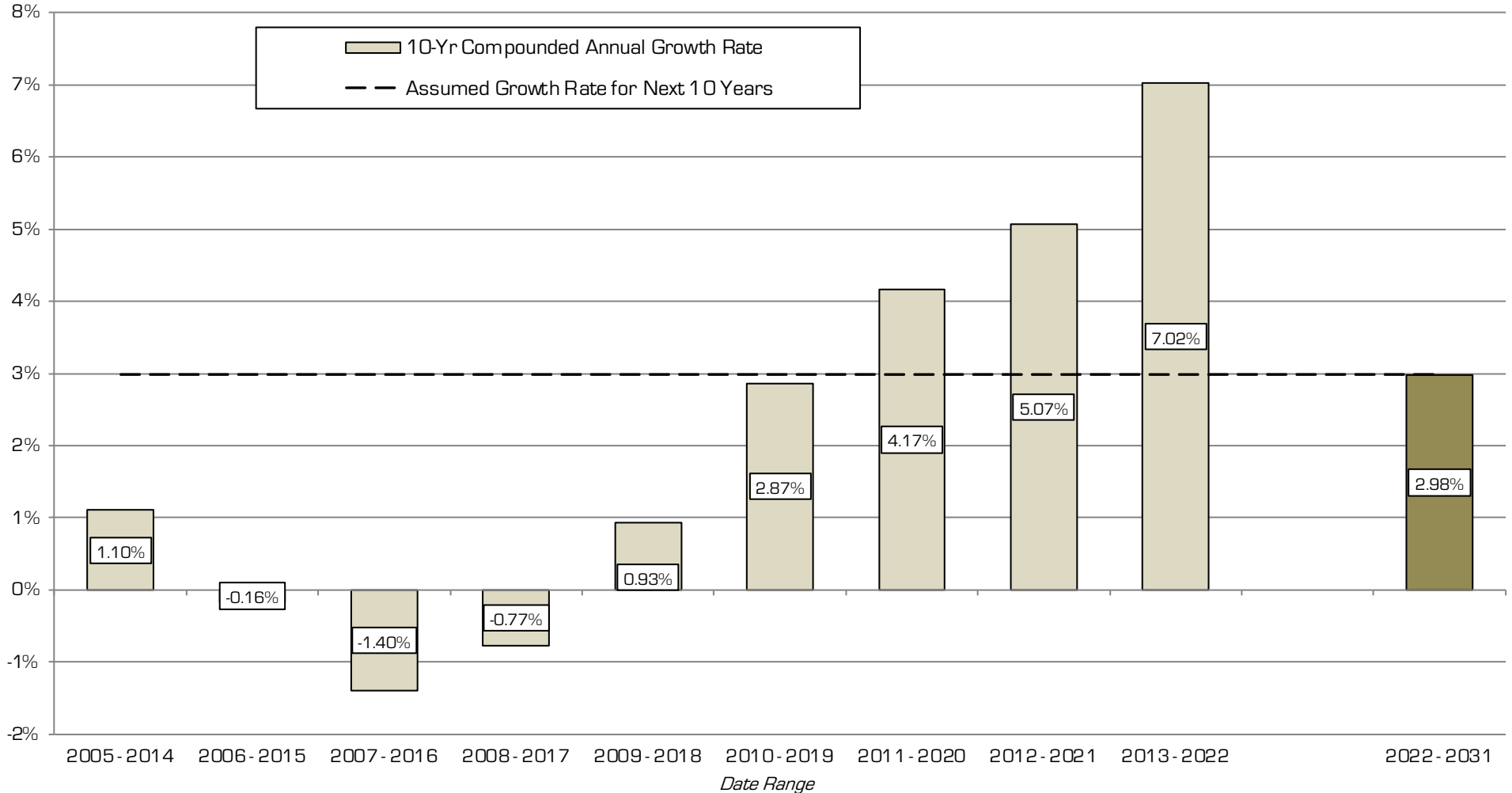


Historical data from Sacramento & Solano County Auditor-Controller's offices. Net local secured AV is assumed to increase 3% annually while all other secured AV types are assumed to remain unchanged.

SFID No. 1 - Historical AV Analysis - 10 Year Periods

Compounded Annual Growth
Rate - Total Secured AV

2.98% Secured AV Growth Assumption for Next 10 Years within SFID #1

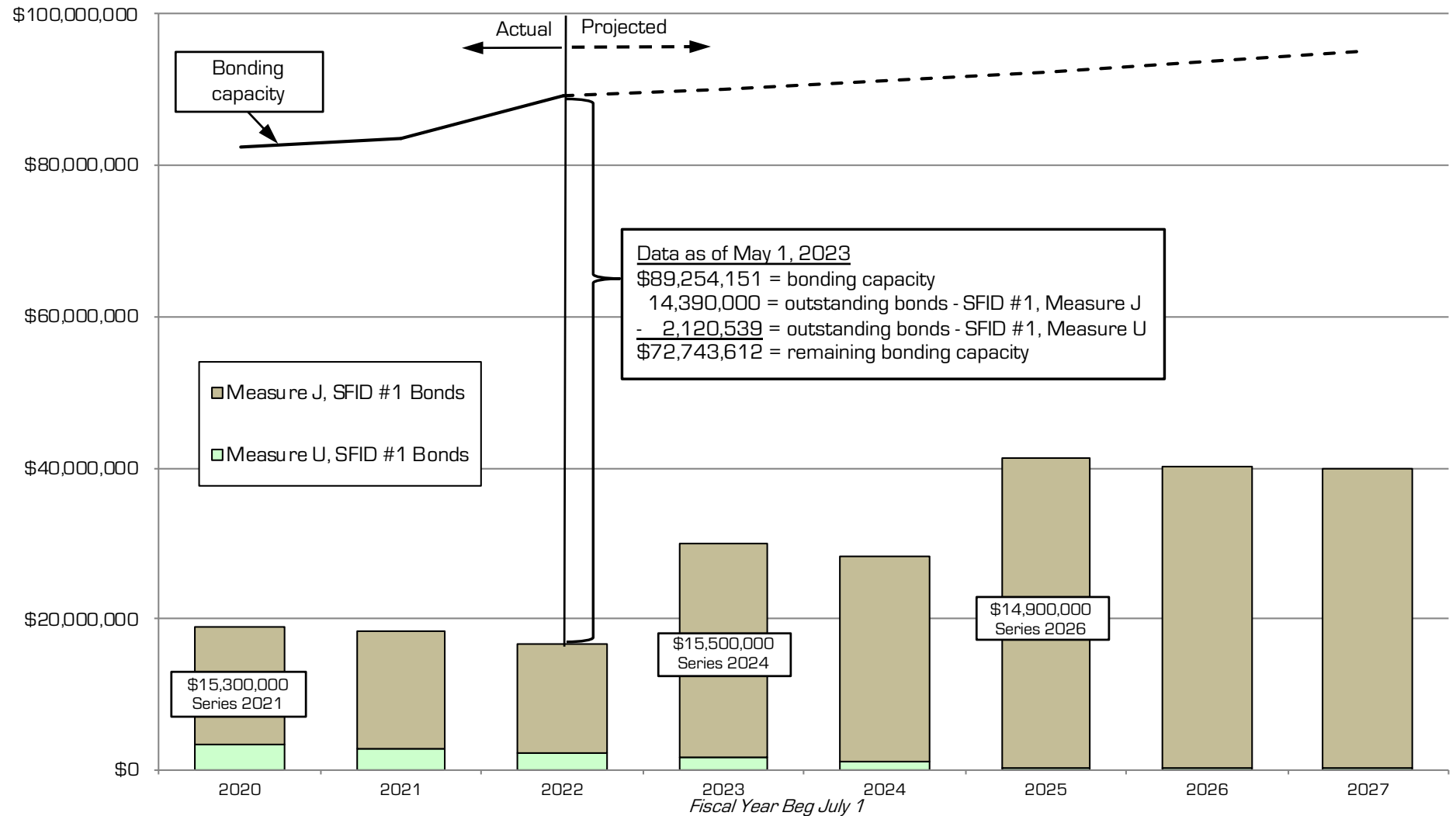


Historical data from Sacramento & Solano County Auditor-Controller's offices. Net local secured AV is assumed to increase 3% annually while all other secured AV types are assumed to remain unchanged.

SFID No. 1 - Bonding Capacity Sufficient

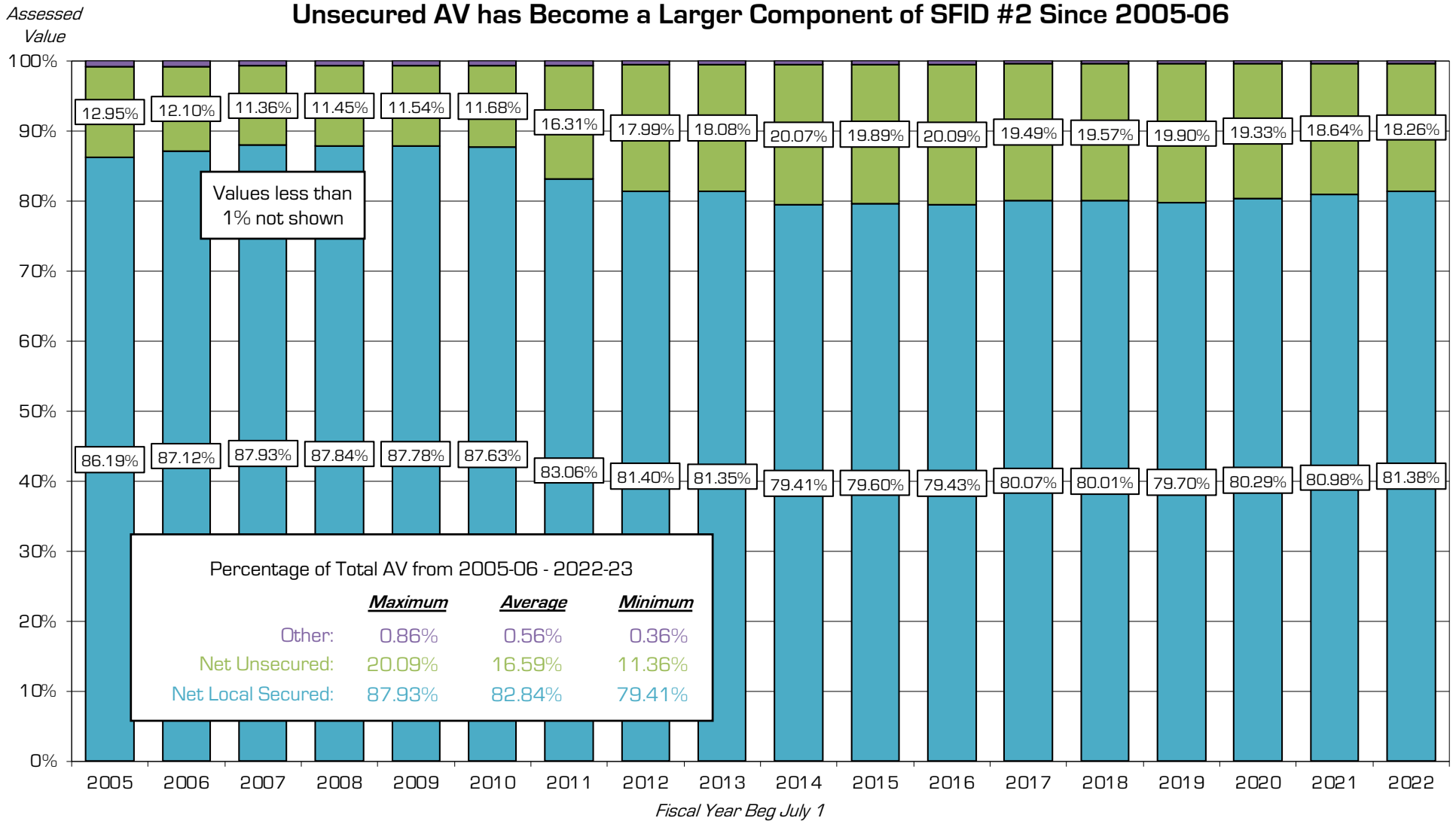
Bonding Capacity/
Outstanding Bonds

Sufficient SFID #1 Bonding Capacity to Issue Remaining Measure J Authorization



Bonding capacity is equal to 2.5% of total assessed value for a unified school district. Net local secured AV assumed to increase 3% annually with unsecured declining 5% annually, while all other types of AV are assumed to remain unchanged. Outstanding bonds from *Official Statements*. Data as of August 20, when assessed value becomes "equalized."

SFID No. 2 - Historical AV Composition

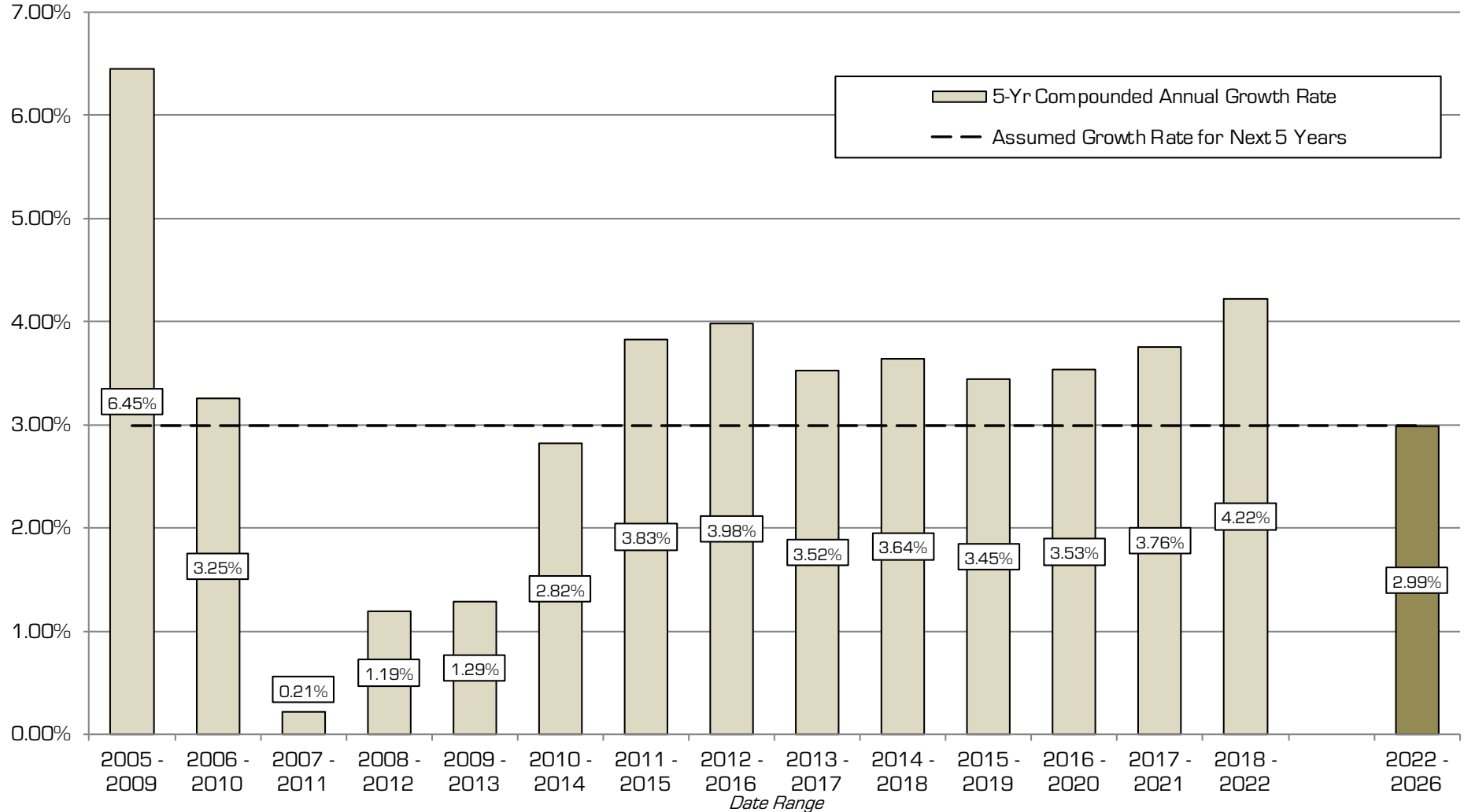


Historical assessed value (AV) provided by the Sacramento, Yolo, & Solano County Auditor-Controller's Offices. The District's total AV is comprised of net local secured, and other (utility & homeowners exemption).

SFID No. 2 - Historical AV Analysis - 5 Year Periods

Compounded Annual Growth
Rate - Total Secured AV

2.99% Secured AV Growth Assumption for Next 5 Years within SFID #2

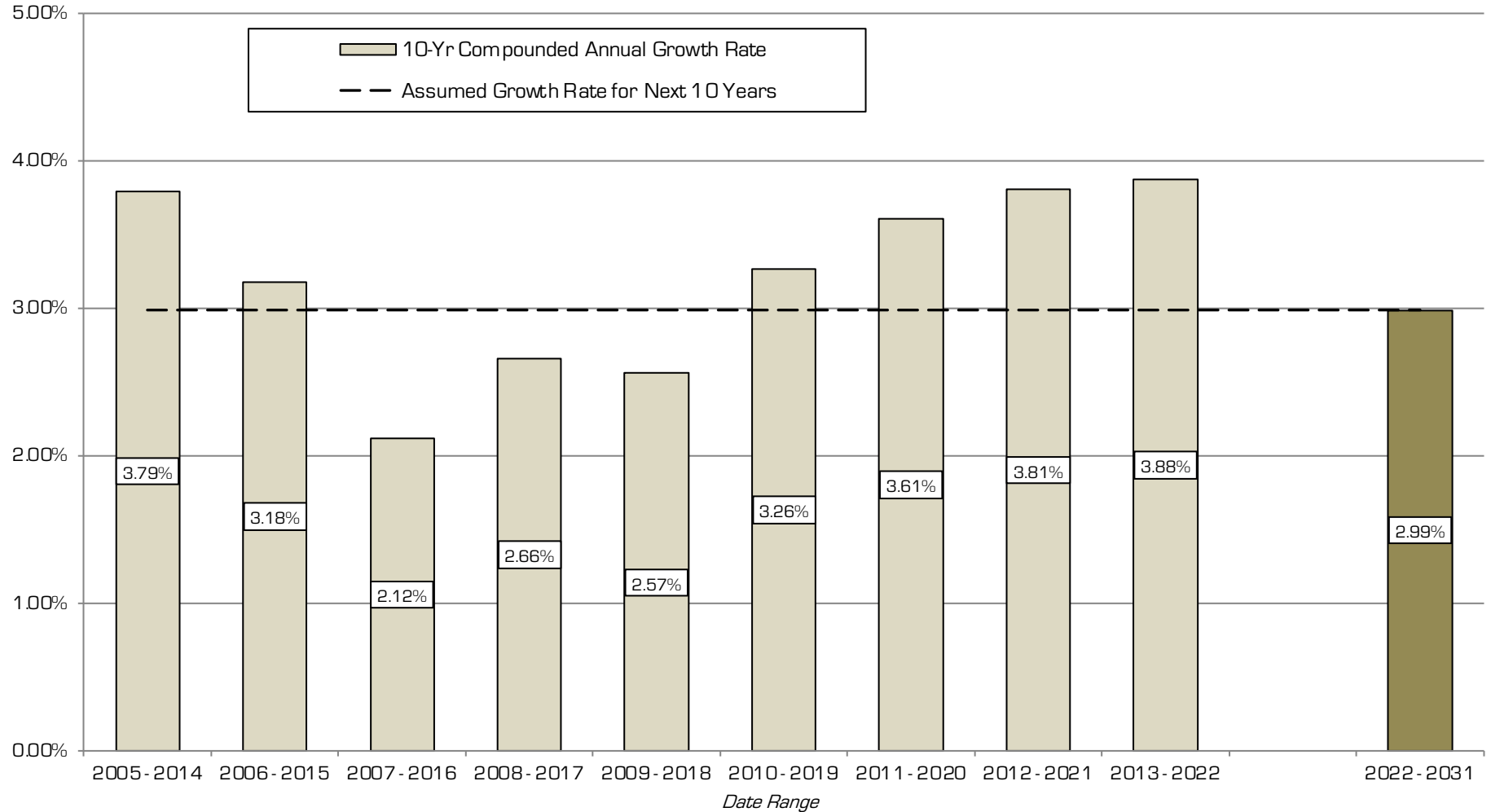


Historical data from Sacramento, Yolo, & Solano County Auditor-Controller's offices. Net local secured AV is assumed to increase 3% annually while all other secured AV types are assumed to remain unchanged.

SFID No. 2 - Historical AV Analysis - 10 Year Periods

Compounded Annual Growth
Rate - Total Secured AV

2.99% Secured AV Growth Assumption for Next 10 Years within SFID #2

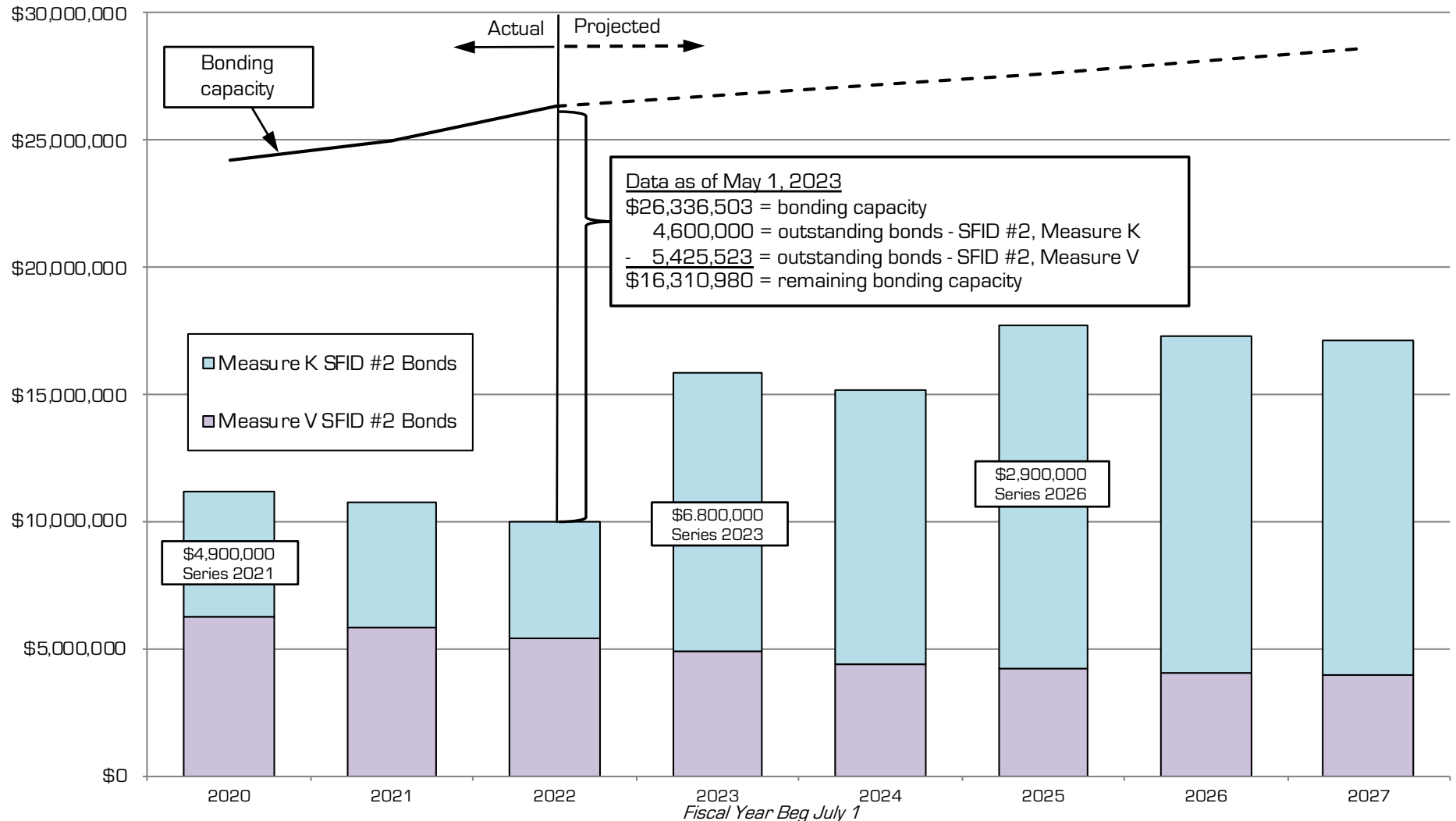


Historical data from Sacramento, Yolo, & Solano County Auditor-Controller's offices. Net local secured AV is assumed to increase 3% annually while all other secured AV types are assumed to remain unchanged.

SFID No. 2 - Bonding Capacity Sufficient

Bonding Capacity/
Outstanding Bonds

Sufficient SFID #2 Bonding Capacity to Issue Remaining Measure K Authorization



Bonding capacity is equal to 2.5% of total assessed value for a unified school district. Net local secured AV assumed to increase 3% annually with unsecured declining 5% annually, while all other types of AV are assumed to remain unchanged. Outstanding bonds from *Official Statements*. Bonding capacity as of August 20, when assessed value becomes "equalized."

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 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 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
 2023-24 Working Budget vs. Actuals Report
 July 31, 2023

Working Budget						Actuals thru: 7/31/2023				
	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) ESTIMATED									
Unrestricted	10,728,668	20,491,886	21,171,865	10,048,689	755,816		755,816	3.69%	708,690	3.35%
Restricted	5,902,664	12,456,152	15,822,034	2,536,782	27,771		27,771	0.22%	103,991	0.66%
Combined	16,631,332	32,948,038	36,993,899	12,585,471	783,587	-	783,587	2.38%	812,681	2.20%
Other Funds										
Adult Ed. (11)	46,066	98,081	139,084	5,063	-		-	0.00%	515	0.37%
Child Development (12)	9,600	478,777	478,777	9,600	112,005		112,005	23.39%	19,951	4.17%
Cafeteria (13)	280,949	1,488,548	1,391,797	377,700	-		-	0.00%	20,656	1.48%
Sp. Res-Other than Cap. Outlay (17)	41,153	400	-	41,553	-		-	0.00%	-	0.00%
Bond Fund (21)	19,585,807	34,656	-	19,620,463	-		-	0.00%	-	0.00%
Bond Fund- Measure J (22)		14,126,023	14,126,020	3	-		-	0.00%	175,603	0.00%
Bond Fund - Measure K (23)		3,839,067	3,839,061	6	-		-	0.00%	227,989	0.00%
Developer Fees (25)	1,074,702	123,785	339,255	859,232	13,075		13,075	10.56%	-	0.00%
County School Facilities (35)	3,428	30	-	3,458	-		-	0.00%	-	0.00%
Capital Projects (49)	561,937	351,100	6,100	906,937	-		-	0.00%	-	0.00%

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.3.2

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

SUBJECT:

Monthly MOT Information Report

BACKGROUND:

To provide a monthly update on the activities of the Maintenance, Operations & Transportation Departments. The only projects included in this report are those over \$100.

STATUS:

See attached monthly report for the period of June 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
August 8, 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 fan belt in the conference room. - \$179

- **Clarksburg Middle School**
 - Replaced post for entrance gate. - \$137
 - Made key for room 10 for teacher. – \$137
 - Replaced 5 window blinds for room 12. - \$220
 - Replaced window blinds and unclogged sink in room 4. - \$165
 - Repaired and painted the back ledge of room 6. - \$192
 - Repaired door window glass and bookshelf windows in room 10. - \$192

- **Delta High School**
 - Finished irrigation installation on football field. – \$3,707
 - Replaced LED lights for Emergency Exit signs in the gym and hallway. - \$712
 - Cleaned kiln area of all debris in room Q108. - \$300
 - Repaired bent side door in the barn. - \$110

- **D. H. White Elementary**
 - Changed out 3 ballasts in room 13. - \$110
 - Re arranged, cleaned, and set up principal’s office. - \$120
 - Replaced ballast and missing ceiling tile in classroom 3. - \$244
 - Replace the window AC-heater unit in room A702. - \$110

- **District Office**
 - Installed phone mount to wall for Asst. Superintendent’s office. - \$115

- **Isleton Elementary School**
 - Removed bushes, painted, and installed new rope to flagpole in front of the school. – 1,0909.
 -

- **Rio Vista High School**
 - Repair water leak on football field. - \$400
 - Installed bollards on the island by roundabout to keep cars out. - \$910
 - Installed new backflow to replace leaking backflow. - \$6,637
 - Fixed and painted interior and exterior wall in custodial area. - \$ 500
 - Replaced supply lines and faucet in the coach’s bathroom. - \$395

- **Riverview Middle School**
 - Mount TV in portable 1. - \$119

- **Walnut Grove Elementary School**
 - Replaced two broken sprinklers on the back field. - \$732
 - Replaced handle on urinal and unclogged another urinal. - \$330

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Educational Services Item Number: 9.4.2

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

SUBJECT:

Williams Settlement Public Notification Regarding Sufficiency of Teachers, Facilities, and Textbook and Instructional Materials – Fourth Quarter 2023 (April-June)

BACKGROUND:

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

STATUS:

The district has received no complaints this quarter.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

No cost to the district.

RECOMMENDATION:

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

Time allocated: 2 minutes

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

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

SUBMITTER INFORMATION

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

DISTRICT INFORMATION

River Delta U.S.D.	2023	Quarter 4 (Apr.–Jun.)
School District	Year Covered by This Report	Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

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

Emergency School Facilities Issues

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

Vacancy or Misassignment of Teachers

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

RESOLUTION OF COMPLAINTS

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

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

N/A

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

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



Includes All UCP Complaints

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

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

RETURN INSTRUCTIONS

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

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 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 June 27, 2023.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees held on June 27, 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

June 27, 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 5:33 p.m. on June 27, 2023, at Rio Vista High School, 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: Arrived 5:40pm)
Wanda Apel, Member
Dan Mahoney, Member

Also 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**

- 4.1 Board President Lamera asked for a motion to approve the Closed Session agenda and Adjourn the meeting to **Closed Session @ 5:33 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 6:38 pm**

- 5.1 Roll was retaken. All members were present.
Also present: Katherine Wright, Superintendent; Tammy Busch, Assistant Superintendent of Business Services; and Nancy Vielhauer, Assistant Superintendent of Educational Services
- 5.2 Pledge of Allegiance was led by Craig Cornelson, Principal of Delta High and Clarksburg Middle Schools

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.

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

- 7.1 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:**

Serita Lew, a staff member of the After School Program, stated that it is a good idea to install cameras at Rio Vista High School and D.H. White Elementary School, noting that Riverview Middle School already has cameras. She has the opinion that the cameras would help with the fights that happen and staff can see what is going on. At D.H. White Elementary School she has the opinion that the cameras would be helpful because they don't have enough staff to monitor all the students at recess. She mentioned that safety in schools are very important. The second item she feels is very important is having a gymnasium at D.H. White Elementary School so the students would have more activities and exercise during school and in the after school program.

Patricia Robles, former Rio Vista High School parent, stated that she has seen more turnaround in the last year at Rio Vista High School than in the seven years her children were in attendance. She mentioned that the turnaround isn't just Rio Vista High School, but D.H. White Elementary School as well. She feels that this is no way to provide an education to students. In her opinion, the Board of Trustees is failing the community, they need to ask a few more questions as to why these staff members are leaving the District.

Mikayla Cobb stated that for the past two years she has had the pleasure of teaching first grade at D.H. White Elementary School. She wanted to personally thank all those involved in creating and approving the Aspiring Teacher Program. She gave her personal background on how she got to where she is today and the love she has

for teaching. She is very grateful and thanked them for this opportunity to continue working in the school while she completes all she needs to become eligible for her internship.

Brian Bellante, a parent of district students, thanked the Board for all they do, as he knows it is a thankless job. Mr. Bellante stated that he has concerns about the current state the district is in regarding the departure of teachers, coaches, volunteers and other valuable staff members. He has the opinion that this steady departures are influenced by the combination of the District's administrative practices, and a perceived lack of fairness in decision making and a hostile working environment. Mr. Bellante mentioned that he was worried that these factors will continue to drive away talented and committed educators from our schools. The hiring processes undermines the confidence and morale of staff members and compromises the quality of education our children receive. Mr. Bellante provided his opinion on a personnel matter regarding a retiring administrator. He also mentioned lost documentation on his behalf, mentioning that management of important documentation can lead to serious implications. Mr. Bellante urged the Board of Trustees to act in the best interests of the students.

9. Special Presentations, Reports, Information

9.1 Special Presentations

9.1.1 Recognition of 2022-2023 Retirees – Superintendent Wright stated that it was her honor and privilege to recognize the 2022-2023 River Delta Unified School District retirees. She noted that it had been a pleasure to work with each and every one of them. Retirees that were recognized for their years of service were: Doug Reynolds, Renee Hunter, Lea Cates and Victoria Turk. A special token of appreciation was given to those in attendance and mailed to those who were unable to attend.

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

9.2.1 Board Members' report(s) Board President Lamera welcomed Rio Vista High School's new Principal, Clarence Isadore. President Lamera provided a summary of Mr. Isadore's accomplishments over his career and some personal background information. President Lamera stated that with Mr. Isadore's wealth of knowledge and experience he will be an asset to Rio Vista High School. President Lamera asked all to welcome the 2019 Solano County Administrator of the Year, current San Joaquin Section President and Rio Vista High School Principal, Clarence Isadore.

Member Stone reported that she toured the summer school program at Delta High School. While on campus they were able to see progress being made on the cafeteria bond project. Member Stone noted that the small gym was being used as a staging area for all the cafeteria supplies and an eating area for the students. She also mentioned that the roofing project was well on its way, and she was happy to see the old-style tiles being used as it is part of the charm of the school.

Member Stone made a site visit to Walnut Grove Elementary School to see the beginning stages of the window replacement project. She also stopped by D.H. White Elementary School to see the progress of the modular classroom project, noting that the dirt piles that were spoken of at the last meeting have been moved and smoothed out.

Lastly, Member Stone provided good news. She acknowledged that Mrs. Codi Agan, Director of Personnel, has been working very hard to fill all the positions for the upcoming school year. Member Stone was relieved to hear that currently the District only has eight open positions, one administrator and seven certificated employees. Member Stone stated that this is very important to acknowledge as this current year, the District has received the lowest number of retirement and resignation notices than in the past two years. She provided the data from the past few years, stating that in 2022-2023 the District received the total of fifteen resignation or retirement notices across the district and, in previous years, this number was in the thirties. Member Stone stated that this is great news and progress for the District. Member Stone announced that the Aspiring Teacher Program has been greatly successful, as you have heard from Ms. Cobb. Member Stone mentioned that many of the interns who have now passed their CSETs are eligible to be in the classroom. She stated that they want these employees that have given their time working in the district the opportunity to continue their employment in the District. Member Stone clarified that teacher vacancies are not unique to River Delta USD. Some surrounding districts near us have 188 job vacancies with 113 postings and others have up 335 job

vacancies with 98 postings. Member Stone is looking forward to the upcoming school year and welcomes Mr. Isadore.

Member Jelly reported that she, Member Stone and Member Apel made a site visit to Delta High School's credit recovery summer school program. She noted that many of the students have completed their classes and Ms. Magana will be reaching out to those who still have time to complete course work over the summer. The summer programs throughout the district are going very well. The District hired over 70 employees, both certificated and classified to maintain the programs offered. She thanked the labor partners for approving the double salary raises for the employees working in the summer programs. She thanked the employees for providing academic enrichment to the students. Member Jelly welcomed Mr. Isadore to the District.

- 9.2.2 Superintendent Wright's report(s) Superintendent Wright relinquished the majority of her time to the Principals to present their 2023-2024 Site Plans. She noted that the Site Plan for Rio Vista High School will not be presented at this meeting as the Principal has retired and Vice Principal is leaving the District. Mr. Isadore is in attendance; however, he will need time to familiarize himself with the plan and ascertain if adjustments need to be made. If revisions are made it will be presented to the Board for approval in August. Mr. Cornelson, Principal of Delta High and Clarksburg Middle Schools and Stacy Wallace, Principal of Isleton Elementary School shared highlights of their successes, challenges and areas for continued growth as identified their Single Plan for Student Achievement (SPSA) for the 2023-2024 school year.

Superintendent Wright provided a summary of the current staffing of teachers at each school site. She reported that Delta High School is fully staffed with the same administrators; Clarksburg Middle School has one open position with the same administrators; Bates Elementary School is fully staffed with the same administrator; Walnut Grove has two open positions with the same administrator; Isleton Elementary is fully staffed with the same administrator; Riverview Middle School is fully staffed with the same administrator; Rio Vista High School has three teacher vacancies, one counselor and one Vice Principal openings. The Principal position has been filled by Mr. Clarence Isadore; Jennie Gornto will continue to be the Principal of D.H. White Elementary School and she has hired a vice principal to replace retiring Jane Cronin. There are currently two open teaching positions at D.H. White Elementary School. Superintendent Wright announced that enrollment is growing at D.H White Elementary and the District is reviewing the numbers to identify if additional teachers will be needed to accommodate the increased enrollment.

Superintendent Wright thanked Maryn Johnson for administering the Teacher Pathway and the teachers who share their expertise and the joy of teaching to the high school students enrolled in the pathway. The students learn by watching the teachers in the learning environment. This pathway is one of the recruitment strategies the District has implemented to inspire future teachers. Another recruitment strategy the District has implemented are for our classified staff members who are inspired to become teachers, the District sponsors by matching up to \$4,000 toward their teaching credentialing program, the District has three employees who have been working in this classified program. The District has partnered with Teamtaylor to streamline the hiring process. Teamtaylor has a recruitment component that potential hires can view open positions as well as request notification when a specific position becomes available that they are interested in. She encouraged the Board and public to look at Teamtaylor as it holds answers to many question that they may have.

Board President Lamera made a clarification on the evening's agenda, noting that agenda item 9.4.3 School Plan for Student Achievement 2023-2024 Presentations were given during agenda item 9.2.2 Superintendent's report.

- 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 – Tammy Busch, Asst. Superintendent of Business Services, reported that fiberoptics are not installed districtwide. This connectivity has been provided through the BIIG

Grant, which has taken place over the past four years. She explained that Delta High School and Clarksburg Middle School are connected through Yolo County.

Ms. Busch mentioned that the cafeteria department is fully staffed, and have hired two additional staff members for the upcoming school year. One staff member for D.H. White Elementary due to the increased enrollment and one for Delta High, Clarksburg Middle School and Delta Elementary Charter School.

Ms. Busch reported that, in the Transportation Department, one bus driver applicant has passed the required training and tests and was offered a position. She announced that currently the District has four bus drivers; however she anticipates that, by the time school starts, there should be five.

9.3.1 ADA/Enrollment Report – Tammy Busch, Asst. Superintendent of Business Services, reported that the enrollment has decreased by 57 students from the same time last year. The decline in enrollment has been reflected in the 2023-2024 Budget. She noted that the ADA has not decreased at the same rate as the enrollment.

9.3.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT, was not in attendance, his report was presented as submitted.

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 that her department has gotten Summer School up and running. They are also preparing for the upcoming school year. She noted that they have been reviewing the preliminary data results from this year's testing. These results will be embargoed for the public until late August or early September. Ms. Vielhauer provided an update of what the District's TOSA were working on. She mentioned that Jenny Emigh prepared curriculum units for the summer school programs. The coordination of materials and information delivered was excellent. Steve Wright created the District's new website presence as the current website platform will end on June 30th. She stated that the previews of the new website are fantastic. She added that each school site will have their own subsite to deliver information.

9.4.2 SCOE Third Quarter Williams Review– Nancy Vielhauer, Asst. Superintendent of Educational Services, reported that the District received the third quarter review from Sacramento County Office of Education, no complaints were received during this quarter. She asked that the Board receive this information as a requirement of the Williams Act.

9.4.3 School Plan for Student Achievement 2023-2024 Presentations: Isleton Elementary School; Clarksburg Middle and Delta High Schools; and Rio Vista High School – Site Principals with the exception of Rio Vista High School provided, their presentations during agenda item 9.2.2 Superintendent's report. Rio Vista High School's Site Plan will be approved as submitted or revised in the Fall if after reviewing the plan Mr. Isadore and school Site Council members wish to make changes to it.

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, reported that there are no updates to report. However, she noted that the CSEA negotiation team is dedicated to meeting over the summer to work on the job descriptions. Ms. Patty DuBois acknowledged and honored the retiring CSEA members.

10. Consent Calendar

10.1 Approve Board Minutes

Special Meeting of the Board, March 2, 2023 Revised

Regular Meeting of the Board, June 13, 2023

10.2 Receive and Approve Monthly Personnel Reports

As of June 27, 2023

10.3 Request the Approval of the Single Plan for Student Achievements for Isleton Elementary School; Clarksburg Middle and Delta High Schools and Rio Vista High School – Site Principals

- 10.4 Request to Approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2022-2023 School Year at a Cost Not to Exceed \$20,000 – Special Education Mental Health Funds– Tracy Barbieri, Director of Special Education
- 10.5 Request to Pre-Approve the 2023-2024 ASB, Booster Club, PTC and PTA Fundraisers– Tammy Busch, Asst. Supe of Business Services
- 10.6 Request to Approve the One-Year Renewal Contract with ABC Mouse Early Learning Academy for the 2023-2024 School Year at a Cost Not to Exceed \$6,080 – Educational Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.7 Request to Approve the AVID Membership Dues for Delta High School, Rio Vista High School, Riverview Middle School, Clarksburg Middle School and Walnut Grove Elementary School for the 2023-2024 School Year – at a Cost Not to Exceed \$29,411 - Educational Service Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.8 Request to Approve the Contract with Edgenuity Web-based Instructional Program Licenses for Use in Alternative Education, Special Education and Adult Education Throughout the District for the 2023-2024 School Year at a Cost Not to Exceed \$62,500 – Educational Services and Adult Education Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.9 Request to Approve the Purchase of Measures of Academic Performance (MAP) Assessments for Students Grades K-10 for the 2023-2024 School Year at a Cost Not to Exceed \$24,011 - Educational Services Funds– Nancy Vielhauer, Asst. Supe of Educational Services
- 10.10 Request to Approve the Renewal with Renaissance Learning Educational Software Licenses for the 2023-2024 School Year at a Cost Not to Exceed \$25,228.88 – Educational Services & After School Program Funding – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.11 Request to Approve the Memorandum of Understanding with Sacramento County Office of Education (SCOE) for the 2023-2024 School Year Regarding the Provision of Services to Students with Moderate to Severe or Emotional Disabilities, at a Cost Not to Exceed \$4736 - Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.12 Request to Approve the Purchase of Licenses for Turnitin, LLC Software for the 2023-2024 School Year at a Cost Not to Exceed \$4,416 – Educational Services Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.13 Request to Approve the Purchase of NoRedInk for Use at Riverview Middle School for the 2023-2024 School Year at a Cost to Exceed \$3,150 - Educational Services Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.14 Request to Approve the Online Software Program of Home Campus an Athletic Clearance Packet Program for Rio Vista High School and Delta High School for the 2023-2024 School Year – at a Cost Not to Exceed \$1,990 – Educational Services Funds - Nancy Vielhauer, Asst. Supe of Educational Services
- 10.15 Request to Approve the Subscription to Teachers Pay Teachers (TPT) School Access to provide District Educators with Essential Teacher Resources and Digital Tools for the 2023-2024 School Year, at a Cost Not to Exceed \$10,575, Educational Services Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.16 Request to Approve the Independent Contract for Services Agreement with Acumen Neuropsychology Services for the 2023-2024 School Year at a cost not to exceed \$7,300 - Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.17 Request to Approve the Three-Year Agreement with IXL Learning at a Cost Not to Exceed \$38,759 - Educational Services Funds, Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.18 Request to Approve the Three-Year Renewal of Lexia Licenses for TK-3 Grade Students at a Cost Not to Exceed \$52,920 – Educational Services Funds, Nancy Vielhauer, Asst. Superintendent of Education Services
- 10.19 Request to Approve the Three-Year Contract of Lexia Licenses for 4-6 Grade Students at D.H. White Elementary School, at a Cost Not to Exceed \$20,450 – DHW State Lottery and S & C Funds, Jennie Gornto, Principal of D.H. White Elementary School
- 10.20 Request to Approve the Agreement with Kontraband Interdiction & Detection Services, Inc (K.I.D.S) for the 2023-2024 School Year, at a Cost Not to Exceed \$2,160 – Nancy Vielhauer, Asst. Superintendent of Educational Services

- 10.21 Request to Approve the Independent Contract for Services Agreement with Deborah Burns McCloskey, MA CCC-SPL to Provide Independent Educational Evaluations (IEE) to District Students for the 2023-2024 School Year, at a Cost Not to Exceed \$3,000 – Special Education Funds, Tracy Barbieri, Director of Special Education
- 10.22 Request to Approve the Two-Year Subscription to Newsela Social Studies and California Ethnic Studies for the 2023-2024 School Year at a Cost Not to Exceed \$13,958 - Educational Services Funds – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.23 Request to Approve the Agreement with Loy Mattison Enterprises, E-Rate Consultant to Provide Assistance with the E-Rate Process in FY 2023-2024, at a Cost Not to Exceed \$10,000, Unrestricted General Fund – Tammy Busch, Asst. Superintendent of Business Services
- 10.24 Request to Approve the Contract with Ryland School Business Consulting for Various Financial and Business Office Services for FY 2023-2024 – at a Cost Not to Exceed \$2,000 – Unrestricted General Funds – Tammy Busch, Asst. Superintendent of Business Services
- 10.25 Request Permission to Apply for the Agricultural Incentive Grant for the 2023-2024 School Year – Nancy Vielhauer, Asst. Superintendent of Educational Services
- 10.26 Request to Approve the Purchase of Radio Equipment to Upgrade Aging and Obsolete Radio Communication System for the Transportation Department at a Cost Not to Exceed \$16,617.55 – Transportation Funds – Ken Gaston, Director of MOT
- 10.27 Request to Approve the Independent Contract for Services Agreement with Carina Grandison, Ph. D. for the 2023-2024 School Year at a Cost Not to Exceed \$7,700 – Special Education Funds – Tracy Barbieri, Director of Special Education
- 10.28 Request to Approve the Independent Contract for Services Agreement with Sabrina Fiora-Beach for Theater Instruction to Isleton Elementary School 4-6th Grade Students at a Cost Not to Exceed \$2,000 Site Funds – Stacy Wallace, Principal
- 10.29 Donations or Receive and Acknowledge
 - Isleton Elementary School**
 - Isleton PTA and Community Members – Miscellaneous School Supplies and Chromebooks
 - Isleton PTA – Crumbl Cookies for Promotions
 - Isleton PTA – Transportation for Water Park Field Trip
 - Delta High School**
 - Laura Paulsen – Piano
 - Bates Elementary School – Greenhouse and Related Materials**
 - Olam Farming Inc. - \$10,000

President Lamera acknowledged the donations and thanked them for their continued support.

Member Stone moved to approve, Member Riley 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. Request to Approve and Adopt the 2023-2024 Local Control and Accountability Plan (LCAP) for River Delta Unified School – Nancy Vielhauer, Asst. Superintendent of Educational Services
 - Member Casillas moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)*
- 12. Request to Approve and Adopt the Proposed 2023-2024 District Budget for River Delta Unified School District – Tammy Busch, Asst. Superintendent of Business Services
 - Member Apel moved to approve, Member Jelly seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)*
- 13. Request to Approve Resolution #849 the 2023-2024 California State Preschool Renewal Contract EED-3404 for the River Delta Unified School District State Preschool at Isleton Elementary School – Stacy Wallace, Principal
 - Member Stone moved to approve, Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)*

14. Request to Approve Resolution #850 Authorizing FY 2023-2024 Expenditures from Education Protection Act Funds (Proposition 30) – Tammy Busch, Asst. Superintendent of Business Services
Member Casillas moved to approve, Member Jelly seconded. Motion carried by roll call vote 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
15. Request to Approve the Creation of a Course Description for “Introduction to Law” and the “Rule of Law for All” Curriculum for Both Delta High and Rio Vista High Schools Beginning in the Spring Semester 2023-2024 at Delta High School – Craig Cornelson, Principal
Member Casillas moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
16. Request to Authorize Superintendent Wright to Approve the Conditional Appointment of the Vacant Administrative Positions – Katherine Wright, Superintendent
Member Mahoney 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 the DH White Elementary School Administrative Building Modernization Consultant Contracts with HKIT Architects and RGM Kramer, Inc., Project Program and Master Budget at a Cost Not to Exceed \$5,094,000 Measure J Bond Funds- Tammy Busch, Asst. Superintendent of Business Services
Member Apel moved to approve, Member Jelly seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
18. Request to Approve the Isleton Elementary School Administration Modernization and Expansion, Cafeteria Restrooms and Seismic Retrofit. Project Program and Master Budget, Consultant contracts with HKIT Architects, RGM Kramer, Inc., Universal Engineering Sciences and Warren Consulting Engineers, Inc., at a Cost Not to Exceed \$6,883,000 Measure J Bond Funds - Tammy Busch, Asst. Superintendent of Business Services
Member Jelly moved to approve, Member Apel seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
19. Request Authorization for the Superintendent or Designee to Award a Contract for Delta High School Boiler Replacement with a Cost Not to Exceed \$378,000 - Measure K Bond Funds – 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)
20. Request to Approve the Agreement for Legal Services with Burke, Williams & Sorensen, LLP for FY 2023 2024 – 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)
21. Request to Approve the Five-Year Lease Agreement with the YMCA Organization on the Bates Elementary School Property in Courtland, Tammy Busch, Asst. Superintendent of Business Services
Member Jelly moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
22. Request to Approve the District Office Front Parking Lot Improvements with Warren E Gomes Excavating, Inc., not to exceed \$60,000, Maintenance Funds – Tammy Busch, Asst. Superintendent of Business Services
Member Riley moved to approve, Member Casillas seconded. Motion carried 7 (Ayes: Stone, Jelly, Riley, Casillas, Apel, Mahoney, Lamera): 0 (Nays): 0 (Absent)
23. Request to Authorize the Superintendent or Designee to Enter into Contract with Catalyst Kids to Facilitate Before and After School Programs, Funding From ELOP and ASES - 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)
24. Re-Adjourn to continue Closed Session, if needed – Board President Lamera reported that re-adjourning to Closed Session was not necessary.

25. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) –Board President Lamera reported Closed Session was not necessary – No actions to report.
26. Adjournment: There being no further business before the Board, Board President Lamera asked for a motion to adjourn.

Superintendent Wright requested that the meeting be adjourned in honor of Aiden Mayhood, a former Rio Vista High School student, who was in attendance, for his accomplishments of graduating in four years with honors from University of California Los Angeles (UCLA). Superintendent Wright congratulated Mr. Mayhood for his achievements.

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

The meeting was adjourned at 8:59 pm

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

By: Jennifer Gaston, Recorder
End

Randall Jelly, Clerk, Board of Trustees

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 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: August 8, 2023

ACTION - CERTIFICATED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
New Hire - Administrative	Jacquelyn Wooldridge	Vice Principal	1.00	Rio Vista High	8/1/2023	Katie Ingalls
	Courtney Fenton	Speech Language Pathologist	1.00	Districtwide	8/1/2023	
	Jessica O'Handley	Psychologist	1.00	Districtwide	8/1/2023	Kate Clark
New Hire	James Greule	PE Teacher	1.00	Walnut Grove/Bates/Isleton	8/4/2023	Andrew Truax
	Emily Eustachy	Elementary Teacher	1.00	D.H. White Elementary	8/4/2023	
	Lacey DuBois	Elementary Teacher	1.00	D.H. White Elementary	8/4/2023	Lea Cates
	Lanisha Barney	Elementary Teacher	1.00	D.H. White Elementary	8/4/2023	
	Kathleen Lewis	Elementary Teacher	1.00	D.H. White Elementary	8/4/2023	Marisa Soto-Harrison
	Nhat Minh Le	Elementary Teacher	1.00	D.H. White Elementary	8/4/2023	
	Mazda Mousavi	Science Teacher	1.00	Clarksburg Middle/Delta High	8/4/2023	Ryan Golding
	Elizabeth Villalpando	CDS Teacher	1.00	Community Day School	8/4/2023	
	Maribel Betancourt	High School Counselor	1.00	Rio Vista High	8/1/2023	Yesenia Alduenda
	Jacob Buhler	Math Teacher	1.00	Rio Vista High	8/4/2023	Marcio Mancebo
	Abigail Douglas	AG Teacher	1.00	Rio Vista High	8/4/2023	Ashlynd Lauchland
	Sara Kawale	Elementary Counselor	1.00	Walnut Grove/Bates	8/4/2023	Anna Esparza
	Carlos Jimenez-Garcia	RSP Teacher	1.00	Clarksburg Middle	8/4/2023	Gisela Camacho
	Eloradanan Morgan	TOSA	1.00	District Office	8/4/2023	Steve Wright
	Hannah O'Regan	Elementary teacher	1.00	Walnut Grove Elementary	8/4/2023	Faith Dunham
	Elisa Shore	Elementary Counselor	1.00	Isleton Elementary/Riverview	8/4/2023	Malorie Branch
	Lucia Romero	Elementary Teacher	1.00	Bates Elementary	8/4/2023	Veronica Whiteley
	Adison Malkiewicz	RSP Teacher	1.00	Rio Vista High	8/4/2023	Adison Malkiewicz
	Mikayla Cobb	Elementary Teacher	1.00	D.H. White Elementary	8/4/2023	Mikayla Cobb
Transfers	Valeri Kolohikaufisi	Elementary Teacher	1.00	Isleton Elementary	8/4/2023	Makayla Heeney
	Steve Wright	Elementary Teacher	1.00	Isleton Elementary	8/4/2023	Valerie Kolohikaufisi
	Lubertus Baldwin	PE Teacher	1.00	Delta High School	8/4/2023	Paul Delgado
	Andrew Truax	PE Teacher	1.00	Rio Vista High	8/4/2023	Lubertus Baldwin
	Diann Torgeson	ELD Teacher	1.00	Walnut Grove Elementary	8/4/2023	Amy Cage
New Hire Aspiring Teachers	Noemi Alcaraz	Aspiring Teacher	1.00	Walnut Grove Elementary	8/4/2023	
	Maria Arely Moreno Soto	Aspiring Teacher	1.00	Isleton Elementary	8/4/2023	
	Isaac Coleman	Aspiring Teacher	1.00	Rio Vista High	8/4/2023	
	Gisela Camacho	Aspiring Teacher	1.00	Bates Elementary	8/4/2023	

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT

DATE: August 8, 2023

Retirement	Amy Cage	Elementary Teacher	1.00	Walnut Grove Elementary	7/1/2023	
Withdrew	Malorie Branch	Elementary Counselor	1.00	Isleton Elementary/Riverview	6/29/2023	
LOA	Isaac Valdez	Science Teacher	1.00	Rio Vista High	08/11/23-06/07/24	
ACTION - CLASSIFIED	NAME	POSITION	FTE	SITE/DEPT	EFFECTIVE DATE	VICE
New Hire	Mariah Snyder	Instructional Assistant II	0.81	Isleton Elementary	8/9/2023	
	Cynthia Reynoso Ruiz	Secretary	0.50	First Five	8/1/2023	
	Cynthia Reynoso Ruiz	Instructional Assistant I	0.13	Walnut Grove Elementary	8/9/2023	Aindra Barrera
	Cristal Rodriguez	Instructional Assistant II	0.81	First Five	7/1/2023	Maria Rivera Garcia
	Reina Rivera	Van Driver	0.88	Transportation	8/22/2023	
	Claudia Tafolla	Food Service Worker I	0.63	Clarksburg Middle	8/9/2023	
	Crystal Guptill	Food Service Worker II	0.82	Rio Vista High	8/9/2023	Nikka Maynard
	Allysia Strohmeier	Instructional Assistant IV	0.81	D.H. White Elementary	8/9/2023	
	Marysol Segoviano	Instructional Assistant II	0.81	Bates Elementary	8/9/2023	
	Juan Avila	Instructional Assistant IV	0.81	Riverview Middle	8/9/2023	
	Jessica Enriquez	Instructional Assistant IV	0.81	D.H. White Elementary	8/9/2023	
	Michelle Griffith	Senior Food Service Worker	0.94	D.H. White Elementary	8/9/2023	Donna Hibma
	Jodie Nisson	Food Service Worker I	0.63	D.H. White Elementary	8/9/2023	
	Tricia Treat	Technology Technician	1.00	Districtwide	7/27/2023	
	Stephen Battista	Bus Driver	0.63	Transportation	8/9/2023	Jerry Hanratty
	Leamoy Killian	Bus Driver	0.63	Transportation	8/9/2023	Ferne Estep
	Kaylin Blaisdell	Preschool Associate Teacher	0.88	Isleton State Preschool	8/1/2023	Maria Arely Moreno
Transfers	Donna Hibma	Senior Food Service Worker	1.00	Rio Vista High	8/9/2023	Trudy Meeker
	Lorena Ibarra Silva	Custodian I	1.00	Clarksburg Middle/ Delta High	8/1/2023	Lizeth Rodarte
	Lizeth Rodarte	Custodian I	1.00	Clarksburg Middle/ Delta High	7/1/2023	
	Aimee Brown	Custodian I	0.50	Isleton Elementary	6/1/2023	
Retirement	Christina Vela	Bus Driver	0.88	Transportation	6/30/2023	
LOA	Kristina Buenrostro	SLPA	0.88	Districtwide	08/09/23 - 11/01/23	

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 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 for June and July 2023.

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: Fri, Jun 30, 2023, 8:20 AM

JUNE EXPENDITURE REPORT

06/01/2023 - 06/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014840 3 D PLUMBING 751 LAUREL WAY RIO VISTA, CA 94571 (707) 628-9947	500.00	INV#010350 DHW	06/27/2023	23426310 PV-231193	500.00	Y
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642 (0) - 0	500.00	INV#5007 WTR TSTING SRVCS	06/15/2023	23423608 PV-231117	500.00	N
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696 (707) 374-6317	30,713.63	NEW COURIER VAN REPLACEMENT INV#17023 (17022) TRANSPORT SU	06/15/2023 06/22/2023	23423609 PV-231138 23425031 PV-231153	30,647.93 65.70	N N
015810 ACKLEY, RACHEL (0) - 0	46.32	SUPPL	06/27/2023	23426349 PV-231266	46.32	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272	188.72	JUN 22 DUES	06/15/2023	23423611 PV-231119	188.72	N
012976 AGAN, CODI N	103.09	MILEAGE	06/27/2023	23426350 PV-231265	103.09	N
002739 ALL WEST COACHLINES INC 7701 WILBUR WAY SACRAMENTO, CA 95828 (916) 423-4000	1,418.29	INV#79705 DHS AG FIELDTRIP INV#79705 DHS AG FIELDTRIP	06/22/2023 06/22/2023	23425032 PV-231155 23425032 PV-231155	709.14 709.15	N N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
015430 AMAZON	31,907.78	INV#1R4H-4LRR-6NCY MAINT SUPPL	06/08/2023	23422058	PO-230096	688.50	N
2201 WESTLAKE AVE. #500		INV#11PP-T17H-6DWC SPCL OLYMP	06/08/2023	23422058	PO-230620	231.23	N
SEATTLE, WA 98121		INV#1VRQ-FPPR-3MVT SMR SCL	06/08/2023	23422058	PO-230645	1,096.04	N
(0) - 0		INV#13G4-G7CH-7RHG BATES	06/08/2023	23422066	PV-231107	107.84	N
		INV#1R4R-4LRR-6NCY MOT	06/08/2023	23422066	PV-231107	1,047.71	N
		INV#16VP-GPPN-3XRL BATES	06/08/2023	23422066	PV-231107	1,296.39	N
		INV#1R7R-79XH-47QL B. O.	06/27/2023	23426341	PV-231233	10.80	N
		INV#1X16-NPQN-P93C B. O.	06/27/2023	23426341	PV-231233	47.56	N
		INV#13MN-7G1C-MQPW ISLE	06/27/2023	23426341	PV-231234	250.06	N
		INV#1RNM-DK3Q-L4JJ ISLE	06/27/2023	23426341	PV-231234	227.08	N
		INV#1GWK-FV4T-7D61 ISLE	06/27/2023	23426341	PV-231234	892.73	N
		INV#1L4T-9XWF-KM67 ISLE	06/27/2023	23426341	PV-231234	334.20	N
		INV#1Y99-N6CM-6HGK ISLE	06/27/2023	23426341	PV-231234	433.82	N
		INV#116R-FFRL-49TX ISLE PRE	06/27/2023	23426343	PV-231235	846.17	N
		INV#1WWW-H7JV-3967 ISLE PRE	06/27/2023	23426343	PV-231235	1,512.95	N
		INV#1YYV-R3FH-7F4R WG	06/27/2023	23426341	PV-231236	579.25	N
		INV#1YNM-4CGV-NMKC MAINT	06/27/2023	23426341	PV-231237	247.44	N
		CREDIT MEMO#1Q7T-Q16J-14QJ	06/27/2023	23426341	PV-231237	38.81	N
		INV#1XKY-HN7K-NKRC CAFE	06/27/2023	23426344	PV-231238	1,039.25	N
		CREDIT MEMO#1YNM-4CGV-QML1	06/27/2023	23426342	PV-231239	29.72	N
		INV#1FPM-3WTJ-QHQF ADULT ED	06/27/2023	23426342	PV-231239	87.54	N
		INV#1HN4-DH3G-7PDN ED SRVCS	06/27/2023	23426341	PV-231240	1,005.45	N
		INV#139W-PXDC-3G4X DHW	06/27/2023	23426341	PV-231241	448.09	N
		INV#1PDQ-9GT6-6HNL DHW	06/27/2023	23426341	PV-231241	77.99	N
		INV#1QKD-66W7-NFDH DHW	06/27/2023	23426341	PV-231241	6,693.82	N
		INV#1M47-FVGG-771Y DHW	06/27/2023	23426341	PV-231241	368.37	N
		INV#1PDQ-9GT6-4D3Y DHW	06/27/2023	23426341	PV-231241	2,301.60	N
		INV#1QTK-9CC1-6V1L RMS	06/27/2023	23426341	PV-231242	84.44	N
		INV#1WY7-XCP7-6HMJ RMS	06/27/2023	23426341	PV-231242	525.28	N
		INV#1WY7-XCP7-4NXP RMS	06/27/2023	23426341	PV-231242	250.33	N
		INV#1VFW-V6G9-4Q3X RMS	06/27/2023	23426341	PV-231242	751.13	N
		INV#1Y7P-VLRR-C4FC ASP	06/27/2023	23426341	PV-231243	1,227.33	N
		inv#1ynm-4cgv-nc99 asp	06/27/2023	23426341	PV-231243	176.85	N
		INV#1TR6-3P9K-D3XG ASP	06/27/2023	23426341	PV-231243	1,440.62	N
		INV#IQ9L-MNFV-69Q4 ASP	06/27/2023	23426341	PV-231243	529.57	N
		CREDIT MEMO#1R7R-79HX-6CF7	06/27/2023	23426341	PV-231244	11.89	N
		INV#1QYQ-CFY7-KVMN RVHS	06/27/2023	23426341	PV-231244	90.25	N
		INV#1WWW-H7JV-39DV RVHS	06/27/2023	23426341	PV-231244	57.28	N
		INV#191W-1P3H-MLPN RVHS	06/27/2023	23426341	PV-231244	40.00	N
		INV#11PP-T17H-3P7K RVHS	06/27/2023	23426341	PV-231244	31.36	N
		INV#17HK-PYLW-3LDY RVHS	06/27/2023	23426341	PV-231244	356.26	N
		INV#17HK-PYLW-3LDY RVHS	06/27/2023	23426341	PV-231244	356.26	N
		INV#1RVX-G1DT-7NLJ RVHS	06/27/2023	23426341	PV-231244	41.49	N
		INV#19YR-7QYY-6T7R RDHES	06/27/2023	23426341	PV-231245	70.86	N
		INV#17HK-PYLW-6D4J RDHES	06/27/2023	23426341	PV-231245	788.34	N
		INV#1DLG-DWF3-PXG1 DHS	06/27/2023	23426341	PV-231246	317.27	N
		INV#1NHR-WQY4-6X4X DHS	06/27/2023	23426341	PV-231246	2,632.33	N
		INV#1LC7-LYMY-3R3N CMS	06/27/2023	23426341	PV-231247	286.37	N
		INV#1Q9L-MNFV-4QTK NURSE	06/27/2023	23426341	PV-231267	62.70	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015007 AMS.NET C/O FREMONT BANK PO BOX 4933 HAYWARD, CA 94540-4933	6,604.73	INV#0066387 BATES	06/06/2023	23421342 PO-230336	60.00	N
		INV#0066380 RMS	06/06/2023	23421342 PO-230336	30.00	N
		INV#0066389 MOKE	06/06/2023	23421342 PO-230336	15.00	N
		INV#0066379 RVHS	06/06/2023	23421342 PO-230336	210.00	N
		INV#0066391 WGE	06/06/2023	23421342 PO-230336	45.00	N
(0) - 0		INV#0066381 DIST OFF	06/06/2023	23421342 PO-230336	30.00	N
		INV#0066383 DHW	06/06/2023	23421342 PO-230336	15.00	N
		INV#0066384 DHS	06/06/2023	23421342 PO-230336	75.00	N
		INV#0066439 MOKE	06/15/2023	23423589 PO-230336	138.23	N
		INV#0065757 RVHS	06/15/2023	23423589 PO-230336	3,254.74	N
		INV#0066676 DHW	06/22/2023	23425075 PO-230336	85.36	N
		INV#0065127 WGE	06/27/2023	23426356 PO-230336	386.40	N
		INV#0064930 SINGLE WIRE 23-24	06/27/2023	23426296 PO-230576	2,260.00	N

015697 ANAHEIM ELEMENTARY SCHOOL DIST 1001 S. EAST STREET ANAHEIM, CA 92805	1,500.00	INV365M 22-23 CERTIF M.H. E.C.	06/01/2023	23420256 PO-230249	1,000.00	N
		INV#64M 22-23 CERTIF. L.F.	06/01/2023	23420256 PO-230328	500.00	N
(0) - 0						

015507 ARC DOCUMENT SOLUTIONS PO BOX 511579 LOS ANGELES, CA 90051-8134	1,364.92	QUOTE#5056852 RVHS YRD SIGNS	06/15/2023	23423610 PV-231120	1,302.07	N
		QUOTE#5056852 RVHS YRD SIGNS	06/15/2023	23423610 PV-231120	62.85	N
(0) - 0						

012964 ASSOCIATED VALUATION SERVICES 1501 COFFEE ROAD SUITE N MODESTO, CA 95355	3,047.02	INV#7303 WITS 4TH QRT	06/22/2023	23425076 PO-230135	1,347.02	N
		INV#7334 ASSET TAGS	06/27/2023	23426297 PO-230535	350.00	N
		INV#7334 ASSET TAGS	06/27/2023	23426297 PO-230535	1,350.00	N
(209) 543-8245						

014337 AVILA, ANTONIO 2020 MURIETTA WAY SACRAMENTO, CA 95822	1,500.00	DHS FEILD PAINTING INV#101	06/01/2023	23420265 PV-231081	1,500.00	Y
(0) - 0						

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	19,118.71	RMS PIZZA PARTY	06/20/2023	23424164	PO-230572	760.00	N
		BATES CLASSROOM SUPPL	06/20/2023	23424164	PO-230615	4,180.54	N
		SCHOOL FIST AID SUPPL	06/20/2023	23424164	PV-231152	1,281.70	N
		SCHOOL FIRST AID SUPPL	06/20/2023	23424164	PV-231152	685.29	N
(0) - 0 N		ELKAY SINKS AND FAUCETS	06/20/2023	23424164	PV-231152	68.12	N
		CULLIGAN WATER	06/20/2023	23424164	PV-231152	351.95	N
		TEACHER PATHWAY RVHS	06/20/2023	23424164	PV-231152	816.93	N
		WG CHARTER BUS	06/20/2023	23424164	PV-231152	1,614.60	N
		R. SANCHEZ CONF	06/20/2023	23424164	PV-231152	349.00	N
		DHS SOCCER CHARTER BUS	06/20/2023	23424164	PV-231152	2,873.59	N
		M. MIMIAGA CONF	06/20/2023	23424164	PV-231152	349.00	N
		TEACHER PATHWAY RVHS	06/20/2023	23424164	PV-231152	5,051.46	N
		TEACHER PATHWAY RVHS	06/20/2023	23424164	PV-231152	736.53	N
015688 BARBIERI, TRACY	72.72	ESY TRAINING SNACKS	06/27/2023	23426351	PV-231264	72.72	N
(0) - 0 N							
015146 BATTERIES PLUS BULBS 369 S LOWER SACRAMENTO RE #A LODI, CA 95242	242.64	INV#P63312653	06/27/2023	23426311	PV-231194	28.34	N
		INV#P59170856	06/27/2023	23426311	PV-231194	214.30	N
(925) 687-2600							
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	14,846.44	INV#20586044	06/01/2023	23420266	PV-231092	109.00	N
		INV#20544096	06/01/2023	23420266	PV-231092	250.96	N
		INV#20548062	06/01/2023	23420266	PV-231092	55.00	N
		INV#20567142	06/01/2023	23420266	PV-231092	135.00	N
(209) 465-1986		INV#20543223	06/01/2023	23420266	PV-231092	196.19	N
		INV#20547122	06/01/2023	23420266	PV-231092	102.54	N
		INV#20559493	06/01/2023	23420266	PV-231092	75.75	N
		INV#20566569	06/01/2023	23420266	PV-231092	89.84	N
		INV#20565391	06/01/2023	23420266	PV-231092	78.72	N
		INV#20538676	06/01/2023	23420266	PV-231092	189.31	N
		INV#20559682	06/01/2023	23420266	PV-231092	679.06	N
		INV#2057211	06/01/2023	23420266	PV-231092	112.50	N
		INV#20544149	06/01/2023	23420266	PV-231092	203.18	N
		INV#20567188	06/01/2023	23420266	PV-231092	91.44	N
		INV#20551142	06/01/2023	23420266	PV-231092	154.25	N
		INV320549478	06/01/2023	23420266	PV-231092	146.00	N
		INV#20582568	06/01/2023	23420266	PV-231092	120.03	N
		INV#20546385	06/01/2023	23420266	PV-231092	66.16	N
		INV#20585790	06/01/2023	23420266	PV-231092	121.77	N
		INV#20584182	06/01/2023	23420266	PV-231092	37.99	N
		INV#20577199	06/01/2023	23420266	PV-231092	65.50	N
		INV#20584368	06/01/2023	23420266	PV-231092	132.25	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
012586 BAY ALARM (Continued...)		INV#20552732	06/01/2023	23420266	PV-231092	2,177.57	N
		INV#20538677	06/01/2023	23420266	PV-231092	114.32	N
		INV#20549156	06/01/2023	23420266	PV-231092	47.61	N
		INV#20564071	06/01/2023	23420266	PV-231092	67.85	N
		INV#20573305	06/01/2023	23420266	PV-231092	106.75	N
		INV#20553270	06/01/2023	23420266	PV-231092	182.25	N
		INV320562199	06/01/2023	23420266	PV-231092	83.33	N
		INV#20581739	06/01/2023	23420266	PV-231092	157.01	N
		INV#20553783	06/01/2023	23420266	PV-231092	30.00	N
		INV#20563322	06/01/2023	23420266	PV-231092	64.05	N
		INV#205473782	06/01/2023	23420266	PV-231092	129.98	N
		INV#20544434	06/01/2023	23420266	PV-231092	86.79	N
		INV#20596480 BATES	06/15/2023	77001568	PV-231137	795.30	N
		INV#20597542 BUS GRGE	06/15/2023	77001568	PV-231137	215.00	N
		INV#20658372 MOKE	06/27/2023	77001666	PV-231209	120.03	N
		INV#20647207 MOKE	06/27/2023	77001666	PV-231209	146.00	N
		INV#20649464 MOKE	06/27/2023	77001666	PV-231209	66.16	N
		INV#20607835 WGE	06/27/2023	77001666	PV-231210	157.01	N
		INV#20602547 WGE	06/27/2023	77001666	PV-231210	135.00	N
		INV#20629924 RMS	06/27/2023	77001666	PV-231211	91.44	N
		INV#20655464 RMS	06/27/2023	77001666	PV-231211	89.84	N
		INV#20606093 RMS	06/27/2023	77001666	PV-231211	116.69	N
		INV#20654805 RMS	06/27/2023	77001666	PV-231211	131.27	N
		INV#20607750 RMS	06/27/2023	77001666	PV-231211	75.75	N
		INV#20637009 RMS	06/27/2023	77001666	PV-231211	65.50	N
		INV#20610947 RMS	06/27/2023	77001666	PV-231211	2,177.57	N
		INV#20620171 RMS	06/27/2023	77001666	PV-231211	83.33	N
		INV#20618853 ISLE	06/27/2023	77001666	PV-231212	129.98	N
		INV#20641782 ISLE	06/27/2023	77001666	PV-231212	383.00	N
		INV#20611085 ISLE	06/27/2023	77001666	PV-231212	196.19	N
		INV#20634322 DIST OFF	06/27/2023	77001666	PV-231213	64.05	N
		INV#20619369 DIST OFF	06/27/2023	77001666	PV-231213	106.75	N
		INV#20626974 DIST OFF	06/27/2023	77001666	PV-231213	182.25	N
		INV#20659311 DIST OFF	06/27/2023	77001666	PV-231213	109.76	N
		INV#20640526 DIST OFF	06/27/2023	77001666	PV-231213	67.85	N
		INV#20626390 DHW	06/27/2023	77001666	PV-231214	109.00	N
		INV#20655784 DHW	06/27/2023	77001666	PV-231214	250.96	N
		INV#20647685 BATES	06/27/2023	77001666	PV-231215	30.00	N
		INV#20630689 BATES	06/27/2023	77001666	PV-231215	78.72	N
		INV#20617466 BATES	06/27/2023	77001666	PV-231215	86.79	N
		INV#20642998 BATES	06/27/2023	77001666	PV-231215	112.50	N
		INV#20623446 BUS GRGE	06/27/2023	77001666	PV-231216	132.25	N
		INV#20641264 BUS GRGE	06/27/2023	77001666	PV-231216	59.29	N
		INV#20601333 RVHS	06/27/2023	77001666	PV-231217	125.00	N
		INV#20611001 RVHS	06/27/2023	77001666	PV-231217	46.23	N
		INV#20640249 RVHS	06/27/2023	77001666	PV-231217	47.61	N
		INV#20653006 RVHS	06/27/2023	77001666	PV-231217	37.99	N
		INV#20640938 RVHS	06/27/2023	77001666	PV-231217	189.31	N
		INV#20603242 RVHS	06/27/2023	77001666	PV-231217	114.32	N
		INV#20655996 RVHS	06/27/2023	77001666	PV-231217	154.25	N
		INV#20628401 RVHS	06/27/2023	77001666	PV-231217	679.06	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012586 BAY ALARM (Continued...)		INV#20630887 RVHS	06/27/2023	77001666 PV-231217	102.54	N
		INV#20627029 RVHS	06/27/2023	77001666 PV-231217	203.18	N
		INV#20645143 RVHS	06/27/2023	77001666 PV-231217	121.77	N

012147 BECERRA, LUCIA	736.50	MILEAGE	06/27/2023	23426352 PV-231229	736.50	N

(0) - 0						N

013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492 (707) 837-7407	778.98	INV#2026 PROF SRVCS	06/27/2023	23426312 PV-231255	778.98	N

015095 BRIOSO, TRINIDAD	21.09	MAY MILEAGE	06/22/2023	23425051 PV-231171	21.09	N

						N

015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123 (916) 441-7261	127.30	WGE 4/30-5/17 MOKE 4/30-5/17	06/27/2023 06/27/2023	23426298 PO-230049 23426298 PO-230049	84.80 42.50	N N

015701 BURCH, AMANDA	180.59	MILEAGE	06/22/2023	23425052 PV-231172	180.59	N

						N

015218 BUSCH, TAMMY	202.59	APR-MAY MILEAGE	06/22/2023	23425053 PV-231173	202.59	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928	40.13	INV#XA400073709:02 BUS SUPPL	06/22/2023	23425033 PV-231154	40.13	N
015744 C&M BACKFLOW TESTING PO BOX 901 ROCKLIN, CA 95677 (0) - 0	25,000.00	INV#233178 BACKFLOW	06/27/2023	23426299 PO-230515	25,000.00	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	794.29	ACCT#9749496 MAY ISL WTR ACCT#9402650 MAY ISL WTR	06/08/2023 06/08/2023	23422061 PO-230053 23422061 PO-230053	387.57 406.72	N N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,306.29	6/1/23 ISLE WST	06/22/2023	23425077 PO-230052	1,306.29	N
011734 CALIFORNIA WELDING SUPPLY CO P.O. BOX 567 817 S CENTER STREET STOCKTON, CA 95201 (209) 466-8604	335.84	INV#864541 INV#866647 INV#864541 INV#866647	06/15/2023 06/15/2023 06/15/2023 06/15/2023	23423612 PV-231121 23423612 PV-231121 23423612 PV-231121 23423612 PV-231121	39.25 128.67 39.25 128.67	N N N N
015343 CAPITAL ENGEINEERING CNSLTS 11020 SUN CENTER DR. #100 RANCHO CORDOVA, CA 95670 (0) - 0	11,587.25	INV#84366 PROJ#230109.00 INV#84837 ISLE HVAC INV#84836 DHW HVAC INV#84838 RVHS HVAC INV#84839 CMS HVAC	06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023	23426370 PO-230439 23426357 PO-230599 23426357 PO-230604 23426357 PO-230607 23426365 PO-230608	9,357.50 277.50 1,200.75 319.50 432.00	N N N N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015654 CAPITAL KIDS OCCUPATIONAL THERAPY INC. 5340 ELVAS AVENUE SUITE #300 SACRAMENTO, CA 95819 (916) 296-4616	8,130.00	INV#CK2122537 OT SRVCS INV#CK2122548 OT SRVCS	06/01/2023 06/27/2023	23420259 PO-230254 23426358 PO-230254	3,570.00 4,560.00	N N
014082 CAS INSPECTION INC 373 PEBBLE BEACH DRIVE RIO VISTA, CA 94571 (925) 584-1930	17,600.00	INV#2577 DHW INSPECTION SRVCS INV#2575 DHW INSPECTION SRVCS	06/15/2023 06/15/2023	23423598 PO-230388 23423598 PO-230388	11,000.00 6,600.00	N N
014492 CATA PO BOX 186 GALT, CA 95632 (209) 744-1614	1,050.00	INV#2604 CHARLES VAN RIPER INV#2616 MATTHEW ROONEY INV#2616 MATTHEW ROONEY INV#2604 CHARLES VAN RIPER	06/27/2023 06/27/2023 06/27/2023 06/27/2023	23426313 PV-231232 23426313 PV-231232 23426313 PV-231232 23426313 PV-231232	237.50 287.50 287.50 237.50	N N N N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	2,048.50	INV#2689409-0543-6 N BUS GRG INV#2689408-0543-8 MOKE INV#2689292-0543-6 WGE INV#2689395-0543-7 BATES	06/22/2023 06/22/2023 06/22/2023 06/22/2023	23425078 PO-230055 23425078 PO-230055 23425078 PO-230055 23425078 PO-230055	141.20 84.70 1,111.71 710.89	N N N N
015732 CERVANTES, CLAUDIA (0) - 0	385.79	MAY MILEAGE	06/22/2023	23425054 PV-231174	385.79	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770 946000349	411.05	INV#95669 ISLE SWR	06/08/2023	23422062 PO-230015	411.05	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	9,336.11	MTR#83071276 WTR	06/22/2023	23425070 PO-230014	178.86	N
		MTR#83100899 SWR	06/22/2023	23425079 PO-230014	1,183.82	N
		MTR#83071642 WTR	06/22/2023	23425079 PO-230014	102.59	N
		MTR#89338475 WTR	06/22/2023	23425079 PO-230014	750.49	N
(0) - 0 N RIO VISTA FIRE		MTR#83071276 SWR	06/22/2023	23425079 PO-230014	160.73	N
		MTR#83071643 SWR	06/22/2023	23425079 PO-230014	1.65	N
		MTR#83100904 SWR	06/22/2023	23425079 PO-230014	841.87	N
		MTR#84221509 SWR	06/22/2023	23425079 PO-230014	1,007.96	N
		MTR#75183805 SWR	06/22/2023	23425079 PO-230014	1.65	N
		MTR#84221509 WTR	06/22/2023	23425079 PO-230014	915.56	N
		MTR#82723107 WTR	06/22/2023	23425079 PO-230014	525.93	N
		MTR#83100904 WTR	06/22/2023	23425079 PO-230014	562.89	N
		MTR#83100899 WTR	06/22/2023	23425079 PO-230014	342.28	N
		MTR#83100903 WTR	06/22/2023	23425079 PO-230014	288.52	N
		MTR#82723111 WTR	06/22/2023	23425034 PV-231192	1,286.28	N
		MTR#83071643 WTR	06/22/2023	23425034 PV-231192	85.79	N
		MTR#75183805 WTR	06/22/2023	23425034 PV-231192	1,099.24	N

015265 CLARK PEST CONTROL OF STOCKTON PO BOX 6015 WHITTIER, CA 90607	270.00	INV#33168567	06/27/2023	23426314 PV-231195	135.00	N
		INV#33322344	06/27/2023	23426337 PV-231195	135.00	N
(800) 936-3339						

010510 COLLEGE BOARD PUBLICATIONS TWO COLLEGE WAY DEPT CMC01990 FORRESTER CENTER, WV 25438	12,687.00	INV#A241082311	06/06/2023	23421353 PV-231099	4,717.00	N
		INV#A241057841	06/06/2023	23421353 PV-231099	7,970.00	N
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013922 COMPREHENSIV DRUG TESTING 230 COMMERCE, SUITE 100 IRVINE, CA 92602	243.00	INV#52825	06/22/2023	23425035 PV-231156	66.00	N
		INV#52554	06/22/2023	23425035 PV-231156	177.00	N
(714) 852-5200 N						

015197 COMPUGROUP MEDICAL INC. 10901 STONELAKE BLVD STE 200 AUSTIN, TX 78759	200.84	INV#8180331069 MEDI ED PREM	06/20/2023	23424154 PV-231144	200.84	N
(0) - 0						

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722	8,872.45	INV#10000890409 FIBER MAY INV#10000890409 FIBER MAY INV#10000890409 FIBER MAY INV#10000890409 FIBER MAY BILLED TO DISTRICT	06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/27/2023	23423613 23423613 23423613 23423613 23426315	PV-231140 PV-231140 PV-231140 PV-231140 PV-231251	7,963.68- 1,015.82 9,967.50 988.00- 6,840.81	N N N N N
015726 CORNELSON, ROYCE (0) - 0	57.93	SUPPLIES FOR SENIORS	06/01/2023	23420278	PV-231094	57.93	N
013798 CROWE LLP 320 E JEFFERSON BOULEVARD PO BOX 7 SOUTH BEND, IN 46624-0007 (0) - 0	30,000.00	INV#745-2657766 FY22-23 AUDIT INV#745-2657766 FY22-23 MEAS J INV#745-2657766 FY22-23 MEAS K	06/15/2023 06/15/2023 06/15/2023	23423590 23423599 23423604	PO-230613 PO-230630 PO-230630	25,000.00 2,500.00 2,500.00	7 7 7
015278 CYBERREEF SOLUTIONS 415 TEXAS STREET, SUITE 300 SHREVEPORT, LA 71101 (318) 497-7230	2,438.93	INV#26659 CIPA FILTERING SRVCS	06/27/2023	23426316	PV-231260	2,438.93	N
013876 DATAPATH PO BOX 94046 SEATTLE, WA 98124-9446 (888) 693-2827	93,159.61	INV#164098 MICROSOFT 360 INV#164098 MNLTHY STORAGE INV#164098 MNLTHY IT SRVCS INV#164098 MNLTHY IT SRVCS INV#164098 MNLTHY IT SRVCS INV#164098 MNLTHY IT SRVCS INV#164226 CHROME OS CONSULE QUOTE#022522 SLL CERTIFICATE INV#161357 WATCHDOG SUPPORT INV#161030 DELL NOTEBOOK INV#163136 RVHS TCHR PTHWY INV#163136 RVHS TCHR PTHWY INV#164003 RVHS SURFACE PRO INV#164184 RMS INV#164004 RMS INV#164245 DESKTOPS INV#164245 DESKTOPS	06/06/2023 06/06/2023 06/06/2023 06/06/2023 06/06/2023 06/06/2023 06/15/2023 06/22/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023	23421338 23421343 23421338 23421340 23421341 23423585 23425036 23426300 23426300 23426300 23426300 23426300 23426300 23426300 23426300 23426300 23426317 23426317	PO-220877 PO-230017 PO-230067 PO-230067 PO-230067 PO-230593 PV-231158 PO-230350 PO-230405 PO-230421 PO-230421 PO-230549 PO-230579 PO-230579 PV-231259 PV-231259	2,624.50 450.00 10,673.96 627.88 1,246.16 726.00 126.00 3,540.99 923.09 15,332.74 2,404.97 1,564.50 167.66 1,869.79 791.11 50,090.26	N N N N N N N N N N N N N N N N N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220	978.26	INV#80192018 BATES PRINTER LEA	06/27/2023	23426318 PV-231257	978.26	N
015164 DELAROSA, SUSAN	384.35	CELEBRATION SUPPL	06/01/2023	23420279 PV-231095	102.88	N
		CELEBRATION SUPPL	06/01/2023	23420279 PV-231095	81.47	N
		GOOD BEHAVIOR CELEB SUPPL	06/08/2023	23422073 PV-231114	200.00	N
						N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0	192.04	HEALTH PREMIUM CORRECTION	06/01/2023	23420267 PV-231084	59.37	N
		HEALTH PREMIUM CORRECTION	06/01/2023	23420267 PV-231084	59.37	N
		JUN 23 HEALTH PREM	06/15/2023	23423614 PV-231122	73.30	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335	141,353.00	JUNE TAX IN LIEU	06/06/2023	23421348 PV-231100	141,353.00	N
						N
015775 DOLIGHTFUL, INC DBA KANGO 31 WINFIELD STREET SAN FRANCISCO, CA 94110 (0) - 0	6,284.00	INV#RIV00000282 NPS SRVCS	06/15/2023	23423591 PO-230627	6,284.00	N
						N
000188 DOLK TRACTOR COMPANY 242 N. FRONT STREET RIO VISTA, CA 94571 (0) - 0	16,766.38	KUBOTA REPLACEMENT	06/15/2023	23423615 PV-231139	16,766.38	N
						N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013005 DUDE SOLUTIONS 11000 REGENCY PARKWAY SUITE 200 CARY, NC 27518 (919) 816-8237	2,898.59	INV#209196 ANNUAL FEES	06/06/2023	23421337 PO-230092	2,898.59	N
014758 DYCKOVSKY, AMY (0) - 0	115.30	ART SUPPLIES	06/01/2023	23420280 PV-231096	115.30	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0	4,142.27	INV#304469 FUEL FOR TRANSPORT INV#305720 FUEL FOR TRANSPORT	06/01/2023 06/27/2023	23420260 PO-230103 23426359 PO-230103	2,727.29 1,414.98	N N
014222 E3 DIAGNOSTICS 3333 N. KENNICOTT AVE ARLINGTON HEIGHTS , IL 60004 (800) 653-3277	99.48	INV#-28945 HEADPHONES	06/01/2023	23420268 PV-231082	99.48	N
015725 EBERHARD EQUIPMENT 2506 S. HARBOR BLVD SANTA ANA, CA 92704 (714) 957-7777	2,020.23	INV#3771 INV#3771 INV#3756 INV#3576	06/01/2023 06/01/2023 06/01/2023 06/01/2023	23420269 PV-231083 23420269 PV-231083 23420269 PV-231083 23420269 PV-231083	33.75 1,887.14 69.22 30.12	N N N N
015659 EDWARDS, STEVENS, AND TUCKER 333 UNIVERSITY AVE. #200 SACRAMENTO, CA 95825 (916) 565-7697	5,339.50	INV#4962 PROF SRVCS INV#4962 PROF SRVCS	06/20/2023 06/20/2023	23424155 PV-231145 23424155 PV-231145	1,976.50 3,363.00	Y Y
015229 EMERGENT TECHNOLOGY SERVICES 10463 GRANT LINE RD. #113 ELK GROVE, CA 95624 (0) - 0	44,765.87	INV#140840268 DHW,RMS,RDHES INV#140840268 DHW,RMS,RDHES INV#140840268 DHW,RMS,RDHES INV#23-1651 ADULT ED CHRMBOOK INV#23-1651 ADULT ED CHRMBOOK INV#23-1651 ADULT ED CHRMBOOK	06/08/2023 06/08/2023 06/08/2023 06/22/2023 06/22/2023 06/22/2023	23422059 PO-230633 23422059 PO-230633 23422059 PO-230633 23425050 PV-231159 23425050 PV-231159 23425050 PV-231159	17,559.50 250.00 2,259.81 1,720.00 15,746.56 7,230.00	N N N N N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010042 EMIGH, JENNIFER	631.73	MAY-JUN MILEAGE	06/22/2023	23425055 PV-231176	378.33	N
		DECORATIONS FOR SCOE TI	06/22/2023	23425055 PV-231177	253.40	N
(0) - 0						N
015670 ESPARZA, ANNA	78.63	SENIOR NIGHT AWARDS	06/01/2023	23420281 PV-231097	78.63	N
						N
015715 EWELL EDUCATIONAL SERVICES PO BOX 3298 GLEN ROSE, TX 76043-3298	169.00	INV#CA0054-2023-6 DHS	06/22/2023	23425037 PV-231160	84.50	N
		INV#CA0054-2023-6 DHS	06/22/2023	23425037 PV-231160	84.50	N
(0) - 0						N
013939 FAST SIGNS 1476 ODDSTAD DRIVE REDWOOD CITY, CA 94063 (916) 686-3111	874.95	INV#2035-49438 STICKER FOR VEH	06/27/2023	23426319 PV-231196	874.95	N
015801 FRIENDS OF CLARKSBURG ATTN: AMANDA BECK 53290 COUNTY RD 142 CLARKSBURG, CA 95612	154.00	OVERPAYMENT FOR FACILITY USE	06/06/2023	23421349 PV-231101	154.00	N
(0) - 0						N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	904.35	FRONTIER FAX LINES	06/06/2023	23421350 PV-231102	411.30	N
		FRONTIER FAX LINES	06/06/2023	23421350 PV-231102	391.37	N
		707-374-2377-102021-8 RDIO RIO	06/08/2023	23422067 PV-231108	101.68	N
(0) - 0 060619596						N

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015759 GAUDALUPE CRUZ	1,493.40	MAY MILEAGE	06/22/2023	23425056 PV-231175	1,493.40	N
(0) - 0						N
015671 GEOLINKS	69.70	INV#BD0147957 FIBER BATES	06/15/2023	23423616 PV-231123	697.00	N
CALIFORNIA INTERNET		INV#BD0147957 FIBER BATES	06/15/2023	23423616 PV-231123	69.70-	N
251 CAMARILLO RANCH RD		INV#BD0147957 FIBER BATES	06/15/2023	23423616 PV-231123	557.60-	N
CAMARILLO, CA 93012						
(0) - 0						N
015699 GORBENKO, VADIM	277.20	MAY MILEAGE	06/08/2023	23422074 PV-231115	277.20	N
(0) - 0						N
014072 H B & T ENVIORMENTAL	2,074.00	INV#23-5881 DHS GYM	06/27/2023	23426371 PO-230647	2,074.00	N
1828 TRIBUTE ROAD						
SUITE M						
SACRAMENTO, CA 95815						
(916) 646-6076						
015807 HATCH, JAN	500.00	JAN HATCH REFUND	06/27/2023	23426320 PV-231250	500.00	N
(0) - 0						N
015761 HIGH SIERRA FLOOR CARE	6,800.00	INV#1267 CLEAN AND SCREEN	06/27/2023	23426360 PO-230638	3,400.00	Y
3905 SEMALLON DR		INV#1268 CLEAN AND SCREEN	06/27/2023	23426360 PO-230638	3,400.00	Y
MODESTO, CA 95356						
(0) - 0		Y JUSTIN SUMMERF				

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
015210 HKIT	126,845.90	INV#10 PROJ#21041.00 CMS	06/15/2023	23423605	PO-230001	27,246.75	N
538 NINTH ST #240		INV#10 PROJ#21040.00 RVHS	06/15/2023	23423600	PO-230003	8,161.38	N
OAKLAND, CA 94607		INV#1 PROJ#22035.00 ISLETON	06/15/2023	23423600	PO-230392	9,205.00	N
		INV#3 PROJ#21040.01 RVHS	06/15/2023	23423600	PO-230434	7,570.00	N
(510) 625-9800	N	INV#3 PROJ#22045.00 DHW	06/15/2023	23423600	PO-230437	2,855.00	N
		INV#3 PROJ#22035.01 ISLE	06/15/2023	23423600	PO-230438	1,620.00	N
		INV#6 PROJ#22007.00	06/27/2023	23426372	PO-220912	5,876.00	N
		INV#11 PROJ#21040.00	06/27/2023	23426366	PO-230003	8,161.37	N
		INV#4 PROJ#22045.00	06/27/2023	23426366	PO-230437	6,467.50	N
		INV#4 PROJ#22035.01	06/27/2023	23426366	PO-230438	7,792.50	N
		INV#2 PROJ#21042.02	06/27/2023	23426366	PO-230517	21,640.44	N
		INV#1 PROJ#21040.02	06/27/2023	23426366	PO-230582	20,249.96	N
003538 HOME DEPOT CREDIT SERVICES	9,095.53	END OF YEAR BALANCE	06/27/2023	23426375	PO-230267	127.58	N
DEPT 32-2500439736		END OF YEAR BALANCE	06/27/2023	23426375	PO-230267	127.57	N
P.O. BOX 78047		END OF YEAR BALANCE	06/27/2023	23426375	PO-230306	109.70	N
PHOENIX, AZ 85062-8047		END OF YEAR BALANCE	06/27/2023	23426375	PO-230306	109.69	N
		END OF YEAR BALANCE	06/27/2023	23426375	PO-230456	769.06	N
(0) - 0		END OF YEAR BALANCE	06/27/2023	23426375	PO-230456	769.06	N
		END OF YEAR BALANCE MAINT	06/27/2023	23426375	PV-231249	6,537.66	N
		END OF YEAR BALANCE DHS	06/27/2023	23426375	PV-231249	272.60	N
		END OF YEAR BALANCE DHS	06/27/2023	23426375	PV-231249	272.61	N
013947 HOME DEPOT PRO	6,983.07	INV#743176976	06/01/2023	23420270	PV-231085	197.40	N
PO BOX 742056		INV#744656455	06/01/2023	23420270	PV-231085	15.61	N
LOS ANGELES, CA 90074-2056		INV#745258871	06/01/2023	23420270	PV-231085	184.63	N
		INV#745074625	06/01/2023	23420270	PV-231085	2,884.93	N
(877) 577-1114		INV#745258889	06/01/2023	23420270	PV-231085	64.06	N
		INV#744900127	06/01/2023	23420270	PV-231085	6.85	N
		INV#746000223	06/15/2023	23423617	PV-231124	102.57	N
		INV#746000231	06/15/2023	23423617	PV-231124	55.28	N
		INV#764163526	06/15/2023	23423617	PV-231124	96.34	N
		INV#746004621	06/15/2023	23423617	PV-231124	331.42	N
		INV#746163534	06/15/2023	23423617	PV-231124	96.90	N
		INV#746594654	06/15/2023	23423617	PV-231124	10.25	N
		INV#74746189	06/15/2023	23423617	PV-231124	96.17	N
		INV#747043966	06/15/2023	23423617	PV-231124	12.81	N
		INV#747118289	06/15/2023	23423617	PV-231124	1,167.46	N
		INV#747268225	06/15/2023	23423617	PV-231124	137.54	N
		INV#749431003	06/27/2023	77001667	PV-231197	1,057.74	N
		INV#748451705	06/27/2023	77001667	PV-231197	485.61	N

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002180 HORIZON DISTRIBUTORS PO BOX 80248 CITY OF INDUSTRY, CA 91716-8248 (209) 931-8555	434.02	INV#2B203750 RMS MAINT	06/27/2023	23426321 PV-231198	434.02	N
014548 HUNTER, RENEE	27.05	MAY MILEAGE	06/22/2023	23425057 PV-231181	27.05	N
(0) - 0						N
015728 ICU TECHNOLOGIES INC. 1382 BLUE OAKS BLVD. SUITE 110 ROSEVILLE, CA 95678 (0) - 0	301,604.81	INV#1937 DIST CRISIS ALRT	06/06/2023	23421344 PO-230631	301,604.81	N
015774 IMAGE MATTERS INC 709 PARK LANE DECATUR, GA 30033 (0) - 0	461.00	INV#087763 DHW RUG	06/22/2023	23425071 PO-230573	461.00	N
014824 J & D WHOLESALE 2810 COWELL BLVD DAVIS, CA 95618 (530) 747-2300	670.50	INV#06303724 INV#06304061 INV#06304014 INV#06303724 INV#06304014 INV#06304061	06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023	23425038 PV-231161 23425038 PV-231161 23425038 PV-231161 23425038 PV-231161 23425038 PV-231161 23425038 PV-231161	3.25 197.25 134.75 3.25 134.75 197.25	N N N N N N
015784 JIBBER JABBER SPEECH LLC PO BOX 342 RIO VISTA, CA 94571 (0) - 0	2,100.00	INV#2 SPCH THRPY SRVCS	06/06/2023	23421345 PO-230617	2,100.00	Y
013649 JP PETROLEUM SERVICE 3065 ASANTE LANE WEST SACRAMENTO, CA 95691 (916) 372-5693	1,689.14	INV#8904 INV#8905	06/27/2023 06/27/2023	23426322 PV-231199 23426322 PV-231199	1,088.69 600.45	Y Y
Y JOHN P. PUUMAL						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015021 KEREX ENGINEERING INC. 93 MONTE CRESTA AVE PLEASANT HILL, CA 94523	85,215.00	DHW PROJECT MAY	06/15/2023	23423601 PO-230459	85,215.00	N
(0) - 0						
015251 KEYANALYTICS 555 CORPORATE DRIVE #100 LAERA RANCH, CA 92694	23,500.00	INV#2023-025B PROJ TRACKING INV#2023-025B PROJ TRACKING INV#2023-025B PROJECT TRACKING INV#2023-025B PROJECT TRACKING	06/01/2023 06/01/2023 06/01/2023 06/01/2023	23420257 PO-220548 23420258 PO-220548 23420276 PV-231091 23420277 PV-231091	1,900.00 600.00 6,080.00 1,920.00	N N N N
(0) - 0		N C FINANCIAL IN		INV#2023-045B MNTHLY SRVCS FEE INV#2023-045B MNTHLY SRVCS FEE	10,140.00 2,860.00	N N
015799 KITCHENS TO GO 131 W JEFFERSON AVE SUITE 223 NAPERVILLE, IL 60540	74,005.06	INV#5971 CAFE MODERIZATION	06/27/2023	23426373 PO-230641	74,005.06	N
(0) - 0						
015681 KIWAN, MICHEL	623.93	FACULTY APPRECIATION SITE SUPPL SITE SUPPL	06/22/2023 06/27/2023 06/27/2023	23425058 PV-231179 23426353 PV-231231 23426353 PV-231231	190.79 28.75 404.39	N N N
(0) - 0		N				
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202	783.16	INV#4207 INV#4236	06/20/2023 06/20/2023	23424156 PV-231146 23424156 PV-231146	330.00 453.16	7 7
(209) 463-1900						
015512 LEAF PO BOX 5066 HARTFORD, CT 06102-5066	1,619.64	INV#14826691 DHW INV#14777688 RMS INV#14826692 CMS Y LEAF Capital F INV#14777689 ISLE INV#14777690 RVHS INV#14777687 CAFE INV#14777692 CAFE	06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023	23422068 PV-231109 23422068 PV-231109 23422068 PV-231109 23422068 PV-231109 23422068 PV-231109 23422068 PV-231109 23422072 PV-231109 23422072 PV-231109	55.24 621.17 70.91 11.30 475.87 37.07 77.48 270.60	Y Y Y Y Y Y Y Y
(866) 219-7924						

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014670 LEARNING WITHOUT TEARS 806 W DIAMOND AVE #230 GAITHERSBURG, MD 20878 (888) 983-8409	272.39	INV#172753 MANIP. PACKS	06/22/2023	23425072 PO-230561	272.39	N

015665 LEBLANC, CAMILLE (0) - 0	98.00	SMUD MUSEUM FOR STUDENTS	06/22/2023	23425059 PV-231182	98.00	N

000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399	1,430.10	RVHS AG RMS RVHS AG RVHS RVHS RMS ACCT#135 52359731/52356654	06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/27/2023	23423618 PV-231125 23423618 PV-231125 23423618 PV-231125 23423618 PV-231125 23423618 PV-231125 23423618 PV-231125 23426323 PV-231200	136.06 41.69 136.05 476.76 500.30 62.55 76.69	N N N N N N N

015183 LOPEZ, LUIS (0) - 0	200.43	APR-MAY MILEAGE APR-MAY MILEAGE APR-MAY MILEAGE	06/20/2023 06/20/2023 06/20/2023	23424163 PV-231151 23424163 PV-231151 23424163 PV-231151	33.41 83.51 83.51	N N N

013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443	4,269.87	APR-JUN MAINT APR-JUN A.L. APR-JUN A.L.	06/27/2023 06/27/2023 06/27/2023	23426376 PO-230109 23426376 PO-230429 23426376 PO-230429	4,200.92 34.48 34.47	N N N

012533 MACGILL & CO 1000 N LOMBARD ROAD LOMBARD, IL 60148 (800) 323-2841	1,154.09	INV#0836782 SCHOOL MED SUPPL	06/15/2023	23423588 PO-230491	1,154.09	N

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015804 MACH ONE TOWING 1234 BENTWOOD DR GALT, CA 95632 (0) - 0	560.00	INV#23-31348 TOW SRVCS	06/08/2023	23422069 PV-231110	560.00	N
015805 MARCHI, JENNIFER (0) - 0 N	262.00	PARENT DRIVER MAR-FEB	06/08/2023	23422075 PV-231113	262.00	N
012735 MCKINLEY ELEVATOR CORP. 555 FULTON ST SUITE 202 SAN FRANCISCO, CA 94102 (415) 626-9951	2,100.00	INV#A164665-IN INV#A164664-IN INV#A164664-IN INV#A163402-IN INV#A164665-IN	06/01/2023 06/01/2023 06/15/2023 06/15/2023 06/15/2023	23420271 PV-231086 23420271 PV-231086 23423619 PV-231126 23423619 PV-231126 23423619 PV-231126	600.00 300.00 300.00 300.00 600.00	N N N N N
014990 MINDSPEAKER PRINTING 6410 Mount Palomar Ave. LAS VEGAS, NV 84332 (707) 321-9425	449.55	INV#IE008 ISLE T SHIRTS	06/27/2023	23426301 PO-230597	449.55	N
015770 MJB PLUMBING AND BACKFLOW 2715 W. KETTLEMAN LANE SUITE #203-300 LODI, CA 95242 (0) - 0 N	6,525.00	INV#2297 PLUMBING	06/22/2023	23425040 PV-231162	6,525.00	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000	206,746.86	INV#R10725866 DHW MODULAR INV#2434602 RMS MODULAR INV#2388953 RMS MODULAR	06/27/2023 06/27/2023 06/27/2023	23426308 PO-230009 23426309 PO-230090 23426309 PO-230090	205,496.86 625.00 625.00	N N N
015169 MORGAN, DENISE (916) 207-1591 N	900.00	INV#B65852410922 PRNT REIMB	06/22/2023	23425041 PV-231165	900.00	N

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010299 NATIONAL FFA ORGANIZATION 6060 FFA DRIVE P.O. BOX 68960 INDIANAPOLIS, IN 46268-0960	979.00	INV#MDS303750 RVHS FFA INV#MDS303750 RVHS FFA	06/22/2023 06/22/2023	23425073 PO-230567 23425073 PO-230567	489.50 489.50	N N
(0) - 0						
015669 NELSON, JEFFREY	106.78	BILOGY SUPPL	06/22/2023	23425060 PV-231183	106.78	N
(0) - 0						N
012472 NICOLAY CONSULTING GROUP ACTUARIES 530 BUSH ST. STE #500 SAN FRANCISCO, CA 94108	7,500.00	INV#398-2023-04 CONSULT SRVCS	06/22/2023	23425042 PV-231163	7,500.00	N
(415) 512-5300						
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815	2,031.73	INV#SAC0004606 INV#SAC0005319	06/27/2023 06/27/2023	23426324 PV-231254 23426324 PV-231254	1,410.88 620.85	N N
(916) 922-1075						N
015696 NORTHERN CALIFORNIA PREPARATORY SCHOOL PO BOX 2761 ELK GROVE, CA 95759	8,437.50	INV#NCPSS352 JUNE NPS DUES INV#NCPSS333 JUNE NPS DUES INV#NCPSS307 MAY NPS DUES INV#NCPSS288 MAY NPS DUES	06/15/2023 06/15/2023 06/15/2023 06/15/2023	23423592 PO-230256 23423592 PO-230256 23423592 PO-230256 23423592 PO-230256	750.00 1,200.00 2,287.50 4,200.00	N N N N
(0) - 0						N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	238.28	INV#722856171-01 ASP SUPPL	06/01/2023	23420272 PV-231087	238.28	N
(800) 228-0475		N OTC DIRECT INC				

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014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780 (714) 573-0900	20,154.62	INV#75954 PROF SRVCS INV#76029 INV#76028 INV#76028 INV#76028	06/15/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023	23423621 PV-231127 23424157 PV-231147 23424157 PV-231147 23424161 PV-231147 23424162 PV-231147	8,762.50 3,167.12 7,600.00 150.00 475.00	Y Y Y Y Y
013692 PATIN, ANGELA 633 MADERE STREET RIO VISTA, CA 94571 (707) 628-4406	47.36	MAY MILEAGE	06/22/2023	23425061 PV-231184	47.36	N
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259 (800) 627-7271	1,334.33	INV#21806930 SHIPPING INV#21806930 INV#21718708 INV#21718756 INV#21718708 SHIPPING INV#21718756 SHIPPING	06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023	23423620 PV-231135 23423620 PV-231135 23423620 PV-231135 23423620 PV-231135 23423620 PV-231135 23423620 PV-231135	46.55 930.96 216.25 116.78 12.98 10.81	N N N N N N
014310 PEREZ, GABINO (0) - 0 N	558.25	6TH GRADE PROMOTION PARENT ENGAGEMENT	06/22/2023 06/27/2023	23425062 PV-231185 23426354 PV-231263	169.65 388.60	N N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0	87,120.16	APR-MAY DIST WIDE ELEC MAY-JUN DIST WIDE ELEC	06/08/2023 06/27/2023	23422064 PO-230037 23426325 PV-231261	44,393.20 42,726.96	N N
002526 PITNEY BOWES RESERVE ACCOUNT 1245 EAST BRICKYARD ROAD SUITE 250 SALT LAKE CITY, UT 84106-4278 (0) - 0	422.44	INV#3106105286 QRTLY POSTAGE	06/20/2023	23424158 PV-231148	422.44	N

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013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624 (916) 422-0571	15,030.00	INV#539575 NPS SRVCS INV#739707 NPS SRVCS INV#739725 NPS SRVCS	06/15/2023 06/15/2023 06/15/2023	23423586 PO-230385 23423593 PO-230385 23423622 PV-231142	5,220.00 9,570.00 240.00	N N N
015798 POWERSCHOOL GROUP LLC 150 PARKSHORE DRIVE FOLSOM, CA 95630 (0) - 0	22,623.00	INV#351629 NAVIANCE SUBSC.	06/15/2023	23423587 PO-230644	22,623.00	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866	8,520.00	INV#8391 OT SRVCS	06/27/2023	23426326 PV-231202	8,520.00	7
014333 PROCARE THERAPY 10151 DEERWOOD PARK BLVD BLDG 200 SUITE 400 JACKSONVILLE, FL 32256 (678) 459-1120	33,912.00	INV#20685584 BCBA, SLP, RRA INV#20675676 BCBA, SLP, RRA INV#20692357 BCBA, SLP, RRA INV#20698976 BCBA, SLP, RRA INV#20710792 BCBA, SLP, RRA	06/01/2023 06/01/2023 06/06/2023 06/15/2023 06/27/2023	23420261 PO-230386 23420261 PO-230386 23421346 PO-230386 23423594 PO-230386 23426361 PO-230386	7,997.63 5,685.47 7,804.27 7,136.48 5,288.15	N N N N N
011770 QUALITY SOUND SYSTEMS P.O. BOX 5501 2010 EAST FREMONT ST STOCKTON, CA 95205 () - N	692.50	INV#6454 DHS SRVC FOR BELLS	06/27/2023	23426327 PV-231201	692.50	N
015680 RELENTLESS EMERGENCY VEHICLES 3133 MARKET ST OAKLAND, CA 94608 (510) 613-5196 N	580.00	INV#10099 VAN CAMERA INSTALL INV#10099 VAN CAMERA INSTALL	06/27/2023 06/27/2023	23426302 PO-230598 23426302 PO-230598	500.00 80.00	N N

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012529 RGM KRAMER INC. 3230 MONUMENT WAY CONCORD, CA 94518 (0) - 0	113,895.50	INV#126062 WG PROJ	06/01/2023	23420264 PO-220919	1,300.00	N
		INV#126063 CMS PROJ	06/01/2023	23420264 PO-230002	3,888.45	N
		INV#126064 RVHS PROJ	06/01/2023	23420263 PO-230004	1,331.25	N
		INV#126433 MEASURE J PROGRAMS	06/01/2023	23420263 PO-230081	14,436.96	N
		INV#126433 MEASURE J PROGRAMS	06/01/2023	23420264 PO-230081	4,559.04	N
		INV#126065 SITE ROOFING	06/01/2023	23420263 PO-230084	268.55	N
		INV#126066 SITE ROOFING	06/01/2023	23420263 PO-230084	74.65	N
		INV#126066 SITE ROOFING	06/01/2023	23420264 PO-230084	21.05	N
		INV#126065 SITE ROOFING	06/01/2023	23420264 PO-230084	75.75	N
		INV#126736 WG PROJ	06/15/2023	23423606 PO-220919	2,800.00	N
		INV#126808 CMSPROJ	06/15/2023	23423606 PO-230002	864.10	N
		INV#126851 RVHS PROJ	06/15/2023	23423602 PO-230004	2,218.75	N
		INV#126690 DHW MOD	06/15/2023	23423602 PO-230039	6,131.00	N
		INV#126693 PROJ#KR-KVD04.20	06/15/2023	23423602 PO-230081	9,648.96	N
		INV#126693 PROJ#KR-KVD04.20	06/15/2023	23423606 PO-230081	3,047.04	N
		INV#126691 PROJ#KR-RVDO4.00	06/15/2023	23423602 PO-230084	3,491.75	N
		INV#126692 PROJ#KR-RVDO4.00	06/15/2023	23423602 PO-230084	969.85	N
		INV#126692 PROJ#KR-RVDO4.00	06/15/2023	23423606 PO-230084	273.55	N
		INV#126691 PROJ#KR-RVDO4.00	06/15/2023	23423606 PO-230084	984.85	N
		INV#126139 PROJ#KR-RVDO4.40	06/15/2023	23423595 PO-230481	3,990.50	N
		INV#126141 PROJ#KR-RVDO4.40	06/15/2023	23423595 PO-230481	920.00	N
		INV#126434 PROJ#KR-RVDO4.40	06/15/2023	23423595 PO-230481	410.00	N
		INV#126138 PROJ#KR-RVDO4.40	06/15/2023	23423595 PO-230481	5,126.00	N
		INV#126695 PROJ#23-00597.KR	06/15/2023	23423602 PO-230528	5,081.60	N
		INV#126140 PROJ#KR-RVDO4.40	06/15/2023	23423623 PV-231136	2,576.00	N
		INV#126994 WG PROJ	06/27/2023	23426374 PO-220919	500.00	N
		INV#126995 CMS PROJ	06/27/2023	23426374 PO-230002	864.10	N
		INV#126996 RVHS	06/27/2023	23426367 PO-230004	2,218.75	N
		INV#126997 DHW MODULAR	06/27/2023	23426367 PO-230039	6,131.00	N
		INV#128021 PROJ#KR-RVDO4.20	06/27/2023	23426367 PO-230081	19,174.42	N
		INV#128021 PROJ#KR-RVDO4.20	06/27/2023	23426369 PO-230081	6,055.08	N
		INV#126992 RVHS GYM	06/27/2023	23426367 PO-230595	4,462.50	N
000193 RIO VISTA ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (714) 962-4160	1,193.17	5/24/23 ACCT#270676 4/3-5/31	06/22/2023 06/27/2023	23425043 PV-231164 23426328 PV-231203	12.94 1,180.23	N N
014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513 (925) 550-7811	260.00	INV#9158 PARENT PROJ AD	06/15/2023	23423631 PV-231128	260.00	N

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013524 RIO VISTA DODGE CHRYSLER JEEP 1006 STATE HWY 12 RIO VISTA, CA 94571 (707) 374-6411	5,772.20	INV#17313 TRSPRT PRTS INV#54550 TRANSMISSION RPLCMNT INV#54550 TRANSMISSION RPLCMNT	06/15/2023 06/27/2023 06/27/2023	23423624 PV-231129 23426303 PO-230646 23426303 PO-230646	100.86 389.62 5,281.72	N N N
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571 (0) - 0	1,090.80	INV#102093 BUMPER REPAIR INV#102093 BUMPER REPAOR	06/27/2023 06/27/2023	23426304 PO-230650 23426304 PO-230650	773.32 317.48	N N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0	2,148.75	5/31 MNTHLY CHRGR RMS 5/31 MNTHLY CHRDR DIST OFF INV#002232402 INV#002232401	06/08/2023 06/08/2023 06/22/2023 06/22/2023	23422063 PO-230056 23422070 PV-231112 23425039 PV-231191 23425039 PV-231191	644.28 132.72 447.35 924.40	N N N N
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571 (0) - 0	124.60	PAYROLL ERROR T.RAPP	06/20/2023	23424159 PV-231149	124.60	N
015787 RIVERA, LAURA (0) - 0	130.21	MILEAGE	06/27/2023	23426355 PV-231230	130.21	N
015802 ROONEY, MATTHEW (0) - 0	196.45	DELTA FFA REWARDS DELTA FFA REWARDS	06/06/2023 06/06/2023	23421354 PV-231105 23421354 PV-231105	98.23 98.22	N N
012796 ROSSI, MARCY (0) - 0	43.00	SITE COUNCIL MTNG	06/22/2023	23425063 PV-231186	43.00	N

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015003 ROUNDS, SEFIA	54.83	RMS PROMOTION PLANTS	06/08/2023	23422076 PV-231116	54.83	N
(0) - 0						N
015808 SABRINA FIORA-BEACH 2230 HILLCREST WAY CARMICHAEL, CA 95608	2,000.00	INV#000002 ARTS INTEGRATION	06/27/2023	23426305 PO-230557	2,000.00	N
(0) - 0						
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	113.70	BATES MAY8 - JUL7	06/22/2023	23425044 PV-231157	113.70	N
(0) - 0						
012885 SALOMON, TRISHA	20.53	FLASH DRIVE	06/22/2023	23425064 PV-231187	20.53	N
(0) - 0						N
003318 SCHOOL SPECIALTY INC PO BOX 8030 APPLETON, WI 54912-8030	2,762.31	INV#208132059678 RMS SUPPL INV#208132059678 RMS SUPPL INV#308104263379 INV#208131965635 INV#208132059678 INV#208132059678 INV#208131741929 INV#208132201534 INV#208132267118 INV#208132303920 INV#208132092536	06/01/2023 06/01/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023	23420273 PV-231088 23420273 PV-231088 23426377 PV-231204 23426377 PV-231204 23426377 PV-231204 23426377 PV-231204 23426377 PV-231204 23426377 PV-231204 23426377 PV-231204 23426377 PV-231204 23426378 PV-231204	72.00 48.00 1,096.47 456.77 72.00 48.00 163.53 197.30 80.19 88.73 439.32	N N N N N N N N N N N N
(0) - 0						
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	1,463.70	INV#EAP-062023.15 JUNE INV#EAP-052023.15 MAY INV#EAP-062023.15 JUNE INV#EAP-052023.15 MAY	06/08/2023 06/08/2023 06/08/2023 06/08/2023	23422071 PV-231111 23422071 PV-231111 23422071 PV-231111 23422071 PV-231111	358.61 358.61 373.24 373.24	N N N N
(0) - 0						

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015800 SECURECOM INC 3398 MAINT ST. UNIT A SPRINGFIELD, OR 97478	301.00	INV#18993 INV#356335	06/01/2023 06/01/2023	23420274 23420274	PV-231089 PV-231089	85.00 N 216.00 N
(0) - 0						
014444 SEQUOIA FLORAL 3245 SANTA ROSA AVENUE SANTA ROSA, CA 95407	255.14	INV#89226 RVHS FLORAL SUPPL INV#89226 RVHS FLORAL SUPPL INV#89226 RVHS SUPPL INV#89226 RVHS SUPPL	06/06/2023 06/06/2023 06/27/2023 06/27/2023	23421351 23421351 23426329 23426329	PV-231103 PV-231103 PV-231262 PV-231262	63.78 N 63.79 N 63.78 N 63.79 N
(707) 525-0780						
015572 SERNA, CECILIA	518.76	MAY MILEGE	06/22/2023	23425065	PV-231178	518.76 N
(0) - 0						N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007	162.10	INV#8003972307 SHREDDING SRVCS	06/27/2023	23426330	PV-231205	162.10 N
(0) - 0						
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,817.53	JUNE 23 DENTAL PREM JUNE 23 DENTAL PREM JUNE 23 DENTAL PREM	06/15/2023 06/15/2023 06/15/2023	23423625 23423625 23423625	PV-231130 PV-231130 PV-231130	207.49 N 1,755.25 N 2,854.79 N
(0) - 0						N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	951.72	JUN 23 VISION PREM JUN 23 VISION PREM	06/15/2023 06/15/2023	23423626 23423626	PV-231131 PV-231131	547.96 N 403.76 N
(0) - 0						N
000095 SMUD P.O. BOX 15555 SACRAMENTO, CA 95852	14,131.78	ACCT#311497 APRIL ELEC ACCT#376135 MAY ELEC ACCT#376785 APRIL ELEC ACCT#376786 APRIL ELEC ACCT#376682 APRIL ELEC ACCT#376224 APRIL ELEC ACCT#376178 MAY ELEC ACCT#311497 MAY ACCT#376176 APRIL ELEC	06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023	23423596 23423596 23423596 23423596 23423596 23423596 23423596 23423596 23423596	PO-230038 PO-230038 PO-230038 PO-230038 PO-230038 PO-230038 PO-230038 PO-230038 PO-230038	29.32 N 28.07 N 14.03 N 88.57 N 342.93 N 225.19 N 3,130.54 N 29.32 N 1,116.37 N
(0) - 0						

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000095 SMUD (Continued...)		ACCT#376135 APRIL ELEC	06/15/2023	23423596	PO-230038	28.07	N
		ACCT#376785 MAY ELEC	06/15/2023	23423596	PO-230038	14.03	N
		ACCT#3192225 APRIL ELEC	06/15/2023	23423596	PO-230038	1,046.48	N
		ACCT#376672 APRIL ELEC	06/15/2023	23423596	PO-230038	3,682.46	N
		ACCT#376672 MAY ELEC	06/15/2023	23423596	PO-230038	3,620.18	N
		ACCT#376224 MAY ELEC	06/15/2023	23423596	PO-230038	187.69	N
		ACCT#376682	06/22/2023	23425045	PV-231166	444.49	N
		ACCT#376786	06/22/2023	23425045	PV-231166	104.04	N
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170 (0) - 0	132,303.28	RVHS BBQ	06/15/2023	23423627	PV-231141	81.44	N
		PANTHER OF THE MONTH	06/15/2023	23423627	PV-231141	21.43	N
		BOARD DINNERS	06/15/2023	23423627	PV-231141	40.00	N
		INV#1002279356 CREDIT	06/15/2023	23423632	PV-231141	3,622.84	N
		INV#122022 HUBERT	06/15/2023	23423632	PV-231141	821.12	N
		INV#1002279356 APRIL	06/15/2023	23423632	PV-231141	53,363.52	N
		PANTHER OF THE MONTH	06/27/2023	23426331	PV-231206	29.16	N
		BOARD DINNERS	06/27/2023	23426331	PV-231206	40.28	N
		WGE PIZZA BOXES	06/27/2023	23426331	PV-231206	51.57	N
		CREDIT MAY	06/27/2023	23426338	PV-231206	2,315.05	N
		INV#102286757 MAY	06/27/2023	23426338	PV-231206	83,792.65	N
012724 SOLANO COUNTY REGISTRAR OF VOTERS 675 TEXAS STREET STE 2600 FAIRFIELD, CA 94533 (0) - 0 N	879.57	INV#1122RDUSD VOTING SRVCS	06/20/2023	23424160	PV-231150	879.57	N
013540 SOLIANT HEALTH PO BOX 934411 ATLANTA, GA 31193-4411 (904) 360-2142	81,565.50	INV#20684998 BCBA, SLP SRVCS	06/01/2023	23420262	PO-230387	14,778.75	N
		INV#20676849 BCBA, SLP SRVCS	06/01/2023	23420262	PO-230387	15,002.75	N
		INV#20692900 BCBA, SLP SRVCS	06/06/2023	23421347	PO-230387	16,606.00	N
		INV#20699348 BCBA, SLP	06/15/2023	23423597	PO-230387	15,447.50	N
		INV#20705143 BCBA, SLP	06/15/2023	23423597	PO-230387	11,701.75	N
		INV#20709272 BCBA, SLP	06/22/2023	23425080	PO-230387	1,056.25	N
		INV#20709779 BCBA, SLP	06/22/2023	23425080	PO-230387	2,816.25	N
		INV#20713362 BCBA, SLP	06/27/2023	23426362	PO-230387	4,156.25	N
012869 SOLUTION TREE 555 NORTH MORTON STREET BLOOMINGTON, IN 47404 (800) 733-6786	146.54	INV#S278919 SHIPPING	06/15/2023	77001569	PO-230558	16.25	N
		INV#S278919 TEACHER BOOKS	06/15/2023	77001569	PO-230558	130.29	N

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014069 STAPLES ADVANTA (Continued...)		INV#3535804658 DIST OFF	06/27/2023	23426345	PV-231219	79.34	N
		INV#3532919268 DIST OFF	06/27/2023	23426345	PV-231219	219.61	N
		INV#3531310778 DIST OFF	06/27/2023	23426345	PV-231219	71.69	N
		INV#3535804660 ADULT ED	06/27/2023	23426347	PV-231220	8.06	N
		INV#3533490947 ADULT ED	06/27/2023	23426347	PV-231220	47.92	N
		INV#3534446155 ADULT ED	06/27/2023	23426347	PV-231220	141.12	N
		INV#3535804659 ADULT ED	06/27/2023	23426347	PV-231220	412.33	N
		INV#3530121270 ADULT ED	06/27/2023	23426347	PV-231220	44.32	N
		INV#3533003515 DHW	06/27/2023	23426345	PV-231221	53.66	N
		INV#3530048806 DHW	06/27/2023	23426345	PV-231221	108.85	N
		INV#3530048805 DHW	06/27/2023	23426345	PV-231221	617.45	N
		INV#3533003513 DHW	06/27/2023	23426345	PV-231221	10.86	N
		INV#3534008671 DHW	06/27/2023	23426345	PV-231221	17.07	N
		INV#3533690450 DHW	06/27/2023	23426345	PV-231221	397.49	N
		INV#3530121271 DHW	06/27/2023	23426345	PV-231221	10.86	N
		INV#3532919274 DHW	06/27/2023	23426345	PV-231221	9.29	N
		INV#3532919273 DHW	06/27/2023	23426345	PV-231221	14.23	N
		INV#3532919272 DHW	06/27/2023	23426345	PV-231221	143.13	N
		INV#3530074308 DHW	06/27/2023	23426345	PV-231221	188.95	N
		INV#3533690452 DHW	06/27/2023	23426345	PV-231221	111.73	N
		INV#3534072129 DHW	06/27/2023	23426345	PV-231221	9.29	N
		INV#3533003516 DHW	06/27/2023	23426345	PV-231221	8.55	N
		INV#3532919273 DHW	06/27/2023	23426345	PV-231221	14.23	N
		INV#3535468934 DHW	06/27/2023	23426345	PV-231221	862.97	N
		INV#3537294772 DHW	06/27/2023	23426345	PV-231221	38.86	N
		INV#3532919274 DHW	06/27/2023	23426345	PV-231221	9.29	N
		INV#3532919275 DHW	06/27/2023	23426345	PV-231221	29.16	N
		INV#3533690451 DHW	06/27/2023	23426345	PV-231221	47.62	N
		INV#3533003514 DHW	06/27/2023	23426345	PV-231221	10.86	N
		INV#3532745364 DHW	06/27/2023	23426345	PV-231221	66.53	N
		INV#3536615089 DHW	06/27/2023	23426345	PV-231221	349.76	N
		INV#3536615090 DHW	06/27/2023	23426345	PV-231221	266.30	N
		INV#3532919270 DHW	06/27/2023	23426345	PV-231221	48.21	N
		INV#3532919271 DHW	06/27/2023	23426345	PV-231221	243.35	N
		INV#3533100873 DHW	06/27/2023	23426345	PV-231221	44.86	N
		INV#3532745365 DHW	06/27/2023	23426345	PV-231221	139.16	N
		INV#3534072126 DHW	06/27/2023	23426345	PV-231221	11.75	N
		INV#3534008670 DHW	06/27/2023	23426345	PV-231221	38.86	N
		INV#3534072127 DHW	06/27/2023	23426345	PV-231221	10.59	N
		INV#3532919272 DHW	06/27/2023	23426345	PV-231221	143.13	N
		INV#3532919269 DHW	06/27/2023	23426345	PV-231221	16.75	N
		INV#3532919275 DHW	06/27/2023	23426345	PV-231221	29.16	N
		INV#3534008669 DHW	06/27/2023	23426345	PV-231221	29.17	N
		INV#3538204874 ISLE PRE	06/27/2023	23426348	PV-231222	45.65	N
		INV#3538204868 ISLE PRE	06/27/2023	23426348	PV-231222	35.69	N
		INV#3538204865 ISLE PRE	06/27/2023	23426348	PV-231222	35.12	N
		INV#3538204864 ISLE PRE	06/27/2023	23426348	PV-231222	28.92	N
		INV#3538204866 ISLE PRE	06/27/2023	23426348	PV-231222	21.63	N
		INV#3538204870 ISLE PRE	06/27/2023	23426348	PV-231222	28.59	N
		INV#3538204871 ISLE PRE	06/27/2023	23426348	PV-231222	23.04	N
		INV#3538204872 ISLE PRE	06/27/2023	23426348	PV-231222	22.83	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		INV#3537745124 ISLE PRE	06/27/2023	23426348	PV-231222	261.13	N
		INV#3538088400 ISLE PRE	06/27/2023	23426348	PV-231222	32.61	N
		INV#3537929260 ISLE PRE	06/27/2023	23426348	PV-231222	15.21	N
		INV#3538204867 ISLE PRE	06/27/2023	23426348	PV-231222	14.13	N
		INV#3538554171 ISLE PRE	06/27/2023	23426348	PV-231222	85.25	N
		INV#3538204869 ISLE PRE	06/27/2023	23426348	PV-231222	43.48	N
		INV#3539498553 ISLE PRE	06/27/2023	23426348	PV-231222	85.25	N
		INV#3538204863 ISLE PRE	06/27/2023	23426348	PV-231222	76.52	N
		INV#3538204875 ISLE PRE	06/27/2023	23426348	PV-231222	38.49	N
		INV#3538204862 ISLE PRE	06/27/2023	23426348	PV-231222	21.74	N
		INV#3538204873 ISLE PRE	06/27/2023	23426348	PV-231222	22.17	N
		INV#3533166970 ASP	06/27/2023	23426346	PV-231223	23.21	N
		INV#3533166969 ASP	06/27/2023	23426346	PV-231223	252.47	N
		INV#3533490949 ASP	06/27/2023	23426346	PV-231223	27.24	N
		INV#3533490948 ASP	06/27/2023	23426346	PV-231223	35.13	N
		INV#3534008668 ASP	06/27/2023	23426346	PV-231223	26.60	N
		INV#3533166971 ASP	06/27/2023	23426346	PV-231223	69.07	N
		INV#3528857833 ASP	06/27/2023	23426346	PV-231223	264.74	N
		INV#3529702188 ASP	06/27/2023	23426346	PV-231223	98.29	N
		INV#3529702189 ASP	06/27/2023	23426346	PV-231223	27.36	N
		INV#3531310779 ISLE	06/27/2023	23426346	PV-231224	5.59	N
		INV#3537745123 ISLE	06/27/2023	23426346	PV-231224	191.07	N
		INV#3531232319 ISLE	06/27/2023	23426346	PV-231224	533.96	N
		INV#3537294771 ISLE	06/27/2023	23426346	PV-231224	1,087.48	N
		INV#3536615087 ISLE	06/27/2023	23426346	PV-231224	108.74	N
		INV#3536615086 ISLE	06/27/2023	23426346	PV-231224	815.61	N
		INV#3536615085 ISLE	06/27/2023	23426346	PV-231224	373.77	N
		INV#3531232320 ISLE	06/27/2023	23426346	PV-231224	103.14	N
		INV#3537745126 BATES	06/27/2023	23426346	PV-231225	14.06	N
		INV#3537864240 BATES	06/27/2023	23426346	PV-231225	74.48	N
		INV#3537745127 BATES	06/27/2023	23426346	PV-231225	11.86	N
		INV#3537745126 BATES	06/27/2023	23426346	PV-231225	6.64	N
		INV#3537745128 BATES	06/27/2023	23426346	PV-231225	1,500.49	N
		INV#3538204876 BATES	06/27/2023	23426346	PV-231225	420.20	N
		INV#3535531325 RDHES	06/27/2023	23426346	PV-231226	154.75	N
		INV#3530121272 RMS	06/27/2023	23426346	PV-231227	28.54	N
		INV#3531232321 RMS	06/27/2023	23426346	PV-231227	15.44	N
		INV#3533166972 RMS	06/27/2023	23426346	PV-231227	71.78	N
		INV#3534446154 RMS	06/27/2023	23426346	PV-231227	107.67	N
		INV#3530121272 RMS	06/27/2023	23426346	PV-231227	42.80	N
		INV#3531232321 RMS	06/27/2023	23426346	PV-231227	23.16	N
		INV#3533166972 RMS	06/27/2023	23426346	PV-231227	107.66	N
		INV#3534446154 RMS	06/27/2023	23426346	PV-231227	161.50	N
		INV#3537929261 DHS	06/27/2023	23426346	PV-231228	373.55	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814 (0) - 0 946003786 N	1,030.00	INV#646425 MARCH INV#659183 MAY INV#659183 MAY INV#652816 APRIL INV#646425 MARCH INV#659183 MAY INV#652816 APRIL INV#652816 APRIL INV#646425 MARCH INV#652816 APRIL INV#646425 MARCH	06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023 06/22/2023	23425046 23425046 23425046 23425046 23425046 23425046 23425046 23425046 23425046 23425046 23425046	PV-231167 PV-231167 PV-231167 PV-231167 PV-231167 PV-231167 PV-231167 PV-231167 PV-231167 PV-231167 PV-231167	49.00 49.00 49.00 49.00 49.00 177.00 49.00 49.00 207.00 254.00 49.00	N N N N N N N N N N N
014675 TALLEY, ELAINE 6 PARKSIDE DR DAVIS, CA 95616 (530) 304-0090	900.00	INV#2023-21 IEP FACILITATION	06/06/2023	23421352	PV-231104	900.00	Y
015762 TERE HAM (0) - 0 N	170.56	MAY-JUN MILEAGE	06/22/2023	23425066	PV-231180	170.56	N
015746 THE LINCOLN ELECTRIC COMPANY 22801 SAINT CLAIR AVENUE CLEVELAND, OH 44117-2524 (0) - 0	6,750.00	INV#912160422 RVHS TORHCMATE	06/27/2023	23426363	PO-230451	6,750.00	N
015809 THE PARTY SPOT LLC 4909 MEADOWBROOK CT SALIDA, CA 95368 (0) - 0	500.00	INV#4142301 ISLE FIELD DAT INV#4142301 ISLE FIELD DAT	06/27/2023 06/27/2023	23426334 23426334	PV-231258 PV-231258	250.00 250.00	Y Y
015790 THE RADIO GUYS 2061 FREEWAY DRIVE SUITE E WOODLAND, CA 95776 (0) - 0	11,037.79	INV#24336 LICENSING FEES INV#24336 LICENSING FEES INV#24336 LICENSING FEES INV#24336 LICENSING FEES INV#24367 BATES INV#24368 DHW RADIOS INV#24369 WGE RADIOS INV#24366 ISLE RADIOS	06/06/2023 06/06/2023 06/06/2023 06/06/2023 06/27/2023 06/27/2023 06/27/2023 06/27/2023	23421339 23421339 23421339 23421339 23426306 23426306 23426306 23426306	PO-230625 PO-230625 PO-230625 PO-230625 PO-230621 PO-230622 PO-230623 PO-230624	202.50 202.50 202.50 202.50 2,191.67 3,652.78 2,191.67 2,191.67	N N N N N N N N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877	2,909.51	INV#171358069-0 MAY	06/22/2023	23425082	PO-230057	2,909.51	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0	12,647.80	GASB 75 JUNE 23	06/15/2023	23423629	PV-231133	12,647.80	N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328 (0) - 0	403.84	INV#870E30203 WKLY CHRGS INV#30233 INV#30213 INV#30223 INV#30243 WKLY CHRGS	06/01/2023 06/22/2023 06/22/2023 06/22/2023 06/27/2023	23420275 23425047 23425047 23425047 23426335	PV-231090 PV-231168 PV-231168 PV-231168 PV-231207	109.63 94.26 92.08 49.68 58.19	N N N N N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258 (800) 328-5371	5,378.31	K.W. SELPA TRAINING T.B. DOMAIN FEES T.B. SUGAR MILL FINAL PAYMENT K.G. TOWING MIRRORS K.W. LDRSHIP TM LUNCH K.G. ADJUSTABLE MOUNT C.A. STAFF APPRECIATION K.G. WASTE ITEMS TRACY B. CPI LUNCH C.A. CAKE FOR EMPLOYEE HONOR J.G. BOARD/STAFF NAME BADGES C.A. SITE CAKE EMPLOYEE OF YR TRACY B. CPI LUNCH N.V. CONF HOTEL T.B. SELPA TRAINING T.B. YEAR END WORKSHOP T.B. YEAR END WORKSHOP TRACY B. NURSE SUPPL C.A. SITE CAKE EMPLOYEE OF YR	06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023 06/15/2023	23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633 23423633	PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143 PV-231143	101.23 21.17 1,247.50 96.93 118.89 362.38 1,485.00 62.00 258.64 32.99 133.64 179.94 21.32 340.48 101.23 275.00 275.00 175.00 89.97	N N N N N N N N N N N N N N N N N N N N
015803 VALLES, ALFONSO (0) - 0	76.01	GAS FOR SCHOOL VAN	06/06/2023	23421355	PV-231106	76.01	N

JUNE EXPENDITURE REPORT

06/01/2023 - 06/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015747 VANDEN BOS ELECTRIC INC 502 GIUSEPPE COURT STE. 5 ROSEVILLE, CA 95678 (0) - 0	19,852.60	INV#220065-004 WG PROJ	06/15/2023	23423607 PO-230450	19,852.60	N

015268 VERA ZAZUETA, MITZI	11.13	MAY MILEAGE	06/22/2023	23425067 PV-231188	11.13	N

N						

014978 WALLACE, STACY	842.97	SITE SUPPL	06/22/2023	23425068 PV-231189	842.97	N

N						

010476 WALLACE-KUHL & ASSOCIATES INC 3050 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691 (916) 372-1434	3,136.25	INV#007079474 DHW INSPECTIONS	06/22/2023	23425084 PO-230389	467.50	N
		INV#00709385 DHW INSPECTIONS	06/22/2023	23425084 PO-230389	336.25	N
		INV#00717682 DHW INSPECTIONS	06/22/2023	23425084 PO-230389	307.50	N
		INV#00693067 RVHS SLIDE REPAIR	06/27/2023	23426364 PO-230492	2,025.00	N

015674 WARREN CONSULTING ENGINEERS 1117 WINDFIELD WAY STE. 110 EL DORADO HILLS, CA 95762 (0) - 0	9,350.00	INV#45076 PROJ#23-0775	06/27/2023	23426368 PO-230534	9,350.00	N

000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612 (916) 744-1667	418.28	INV#23773 DHS AG	06/27/2023	23426307 PO-230240	209.14	7
		INV#23773 DHS AG	06/27/2023	23426307 PO-230240	209.14	7

Y WIGLEY, WARREN						

JUNE EXPENDITURE REPORT

06/01/2023 - 06/30/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014450 WIZIX (Continued...)		INV#342279 DIST OFF	06/27/2023	23426336 PV-231208	510.20	N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	352.64	LEADERSHIP SUPPL	06/22/2023	23425069 PV-231190	352.64	N
(0) - 0						N
014861 YOLO SECTION CATA/FFA DAVIS SENIOR HIGH SCHOOL 315 W 14TH STREET DAVIS, CA 95616	410.00	DHS FFA SECTION SPEAKING	06/22/2023	23425049 PV-231170	205.00	N
		DHS FFA SECTION SPEAKING	06/22/2023	23425049 PV-231170	205.00	N
(0) - 0						
District total:	2,139,445.06					
Report total:	2,139,445.06					

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, Aug 01, 2023, 9:48 AM

07/01/2023 - 07/31/2023

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
015023 49ER WATER SERVICES 245 NEW YORK RANCH ROAD #A JACKSON, CA 95642	2,040.00	INV#5056 WTR TSTING INV#5060 WATER TSTING INV#5059 WATER TSTING	07/13/2023 07/20/2023 07/20/2023	24428038 24428857 24428857	CL-230041 CL-230056 CL-230057	1,040.00 500.00 500.00	N N N
(0) - 0							
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696	99.90	INV#51686 TRASNSPORT SRVCS	07/27/2023	24430219	CL-230128	99.90	N
(707) 374-6317							
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	188.72	JUN 2023 DUES	07/20/2023	24428871	PV-240018	188.72	N
(800) 608-2272							
015430 AMAZON 2201 WESTLAKE AVE. #500 SEATTLE, WA 98121	4,956.02	INV#1W37-9PQT-DGQ6 DHW INV#1FQT-TLGC-N4X1 J.G. INV#139M-PT7P-MFL6 BUS OFF INV#1NXX-9JFV-LVCR RMS INV#1YJG-LLD9-NJWR DHW INV#11N7-NFNG-N7RC TRANSPORT INV31LHQ-KJXJ-N3ML MOT SUPPL	07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023	24430220 24430220 24430220 24430220 24430220 24430220 24430220	CL-230167 CL-230168 CL-230169 CL-230170 CL-230171 CL-230172 CL-230173	2,279.85 138.36 13.86 41.35 75.66 102.81 2,304.13	N N N N N N N
(0) - 0							
015007 AMS.NET C/O FREMONT BANK PO BOX 4933 HAYWARD, CA 94540-4933	13,108.04	INV#0066985 WGE INV#0065132 RMS INV#0066987 DIST OFFICE INV#0067447 DHS INV#0067067 BATES INV#0067768 WGE INV#0067815 DHS INV#0067777 DIST OFF	07/20/2023 07/20/2023 07/20/2023 07/20/2023 07/20/2023 07/27/2023 07/27/2023 07/27/2023	24428840 24428840 24428840 24428840 24428840 24430210 24430210 24430210	PO-230336 PO-230336 PO-230336 PO-230336 PO-230336 PO-230336 PO-230336 PO-230336	663.80 700.13 442.53 1,106.34 663.80 2,859.43 4,765.72 1,906.29	N N N N N N N N
(0) - 0							
015779 AVALON PRINTING & GRAPHICS 106 N SUNRISE AVE STE B2 ROSEVILLE, CA 95661	2,445.77	INV#47422 BATES BANNERS	07/13/2023	24428039	CL-230002	2,445.77	N
(0) - 0							

07/01/2023 - 07/31/2023

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	22,064.76	BEST BUY	07/20/2023	24428869	CL-230063	324.59	N
		AMERICA WATER	07/20/2023	24428869	CL-230064	344.40	N
		CAEP CONF FOR C.D.	07/20/2023	24428870	CL-230065	450.00	N
		HITLON UNIVERSAL C.D.	07/20/2023	24428870	CL-230066	763.59	N
(0) - 0 N		FASTRAK	07/20/2023	24428869	CL-230067	12.00	N
		FASTRAK	07/20/2023	24428869	CL-230068	7.00	N
		FASTRAK	07/20/2023	24428869	CL-230069	7.00	N
		FASTRAK	07/20/2023	24428869	CL-230070	7.00	N
		FASTRAKJ	07/20/2023	24428869	CL-230071	7.00	N
		FASTRAK	07/20/2023	24428869	CL-230072	14.00	N
		FASTRAK	07/20/2023	24428869	CL-230073	7.00	N
		HYATT REGENCY C.D.	07/20/2023	24428870	CL-230074	1,149.72	N
		OXFORD SUITES M.R.	07/20/2023	24428869	CL-230075	584.39	N
		OCFORD SUITES M.R.	07/20/2023	24428869	CL-230076	584.38	N
		OCFORD SUITES C.V.	07/20/2023	24428869	CL-230077	475.99	N
		OCFORD SUITES C.V.	07/20/2023	24428869	CL-230078	475.98	N
		SCHOOL MED SUPPL	07/20/2023	24428869	CL-230079	713.30	N
		SCHOOL MED SUPPL	07/20/2023	24428869	CL-230080	4,133.03	N
		SCHOOL MED SUPPL	07/20/2023	24428869	CL-230081	217.22	N
		MTSS CONFERENCE HOTEL	07/20/2023	24428869	PV-240017	904.18	N
		MTSS CONFERENCE HOTEL	07/20/2023	24428869	PV-240017	904.18	N
		MTSS CONFERENCE HOTEL	07/20/2023	24428869	PV-240017	904.18	N
		CALPERS CONF M.B. V.P. K.S.	07/20/2023	24428869	PV-240017	1,347.00	N
		AVID CONF S.C.	07/20/2023	24428869	PV-240017	645.00	N
		AVID CONF K.M	07/20/2023	24428869	PV-240017	645.00	N
		AVID CONF D.S.	07/20/2023	24428869	PV-240017	950.00	N
		CULLIGEN WATER	07/20/2023	24428869	PV-240017	115.20	N
		MTSS CONF M.G. S.B. S.R. J.S.	07/20/2023	24428869	PV-240017	2,196.00	N
		SOUTHWEST J.S.	07/20/2023	24428869	PV-240017	758.96	N
		SOUTHWEST S.R.	07/20/2023	24428869	PV-240017	758.96	N
		SOUTHWEST S.B.	07/20/2023	24428869	PV-240017	758.96	N
		SOUTHWEST M.G.	07/20/2023	24428869	PV-240017	758.96	N
		MTSS CONFERENCE HOTEL	07/20/2023	24428869	PV-240017	904.18	N
		HILTON UNIVERSAL CANCELLATION	07/20/2023	24428870	PV-240017	763.59	N
010822 BARKMAN, MELINDA	69.56	M.B. CONFERENCE MILEAGE	07/27/2023	24430212	PV-240022	69.56	N
(0) - 0 N							
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	8,109.53	INV#20696563 BUS GRGE	07/27/2023	77001797	CL-230117	59.29	N
		INV#20668392 RMS	07/27/2023	77001797	CL-230118	227.49	N
		INV#20667562 RMS	07/27/2023	77001797	CL-230119	486.93	N
		INV#20721390 BATES	07/27/2023	77001796	PV-240023	112.50	N
(209) 465-1986 N		BALCO HOLDINGS INV#20710425 WGE	07/27/2023	77001796	PV-240023	157.01	N
		INV#20704497 RMS	07/27/2023	77001796	PV-240023	89.84	N
		INV#20677064 RVHS	07/27/2023	77001796	PV-240023	203.18	N
		INV#20699023 RVHS	07/27/2023	77001796	PV-240023	679.06	N

07/01/2023 - 07/31/2023

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
012586 BAY ALARM (Continued...)		INV#20687731 BATES	07/27/2023	77001796	PV-240023	78.72	N
		INV#20718227 WGE	07/27/2023	77001796	PV-240023	135.00	N
		INV#20681455 RMS	07/27/2023	77001796	PV-240023	131.27	N
		INV#20709869 RMS	07/27/2023	77001796	PV-240023	116.69	N
		INV#20729230 RVHS	07/27/2023	77001796	PV-240023	189.31	N
		INV#20728758 RVHS	07/27/2023	77001796	PV-240023	114.32	N
		INV#20721686 RVHS	07/27/2023	77001796	PV-240023	102.54	N
		INV#20717819 RVHS	07/27/2023	77001796	PV-240023	46.23	N
		INV#20683926 MOKE	07/27/2023	77001796	PV-240023	120.03	N
		INV#20689393 MOKE	07/27/2023	77001796	PV-240023	66.16	N
		INV#20714571 MOKE	07/27/2023	77001796	PV-240023	146.00	N
		INV#20714219 BUS GRGE	07/27/2023	77001796	PV-240023	132.25	N
		INV#20705373 BATES	07/27/2023	77001796	PV-240023	86.79	N
		INV#20702328 RVHS	07/27/2023	77001796	PV-240023	154.25	N
		INV#20702033 DIST OFF	07/27/2023	77001796	PV-240023	106.75	N
		INV#20704401 DIST OFF	07/27/2023	77001796	PV-240023	64.05	N
		INV#20706297 DIST OFF	07/27/2023	77001796	PV-240023	109.76	N
		INV#20717111 DIST OFF	07/27/2023	77001796	PV-240023	182.25	N
		INV#20720863 DIST OFF	07/27/2023	77001796	PV-240023	67.85	N
		INV#20687598 BATES	07/27/2023	77001796	PV-240023	227.25	N
		INV#20691828 DHW	07/27/2023	77001796	PV-240023	109.00	N
		INV#20712764 RVHS	07/27/2023	77001796	PV-240023	47.61	N
		INV#20727359 RMS	07/27/2023	77001796	PV-240023	65.50	N
		INV#20685110 DIST OFF	07/27/2023	77001796	PV-240023	250.96	N
		INV#20730013 RVHS	07/27/2023	77001796	PV-240023	37.99	N
		INV#20675837 ISLE	07/27/2023	77001796	PV-240023	196.19	N
		INV#20726280 ISLE	07/27/2023	77001796	PV-240023	383.00	N
		INV#20726180 RMS	07/27/2023	77001796	PV-240023	91.44	N
		INV#20679384 BATES	07/27/2023	77001796	PV-240023	30.00	N
		INV#20702327 RMS	07/27/2023	77001796	PV-240023	75.75	N
		INV#20696462 RMS	07/27/2023	77001796	PV-240023	2,177.57	N
		INV#20730624 ISLE	07/27/2023	77001796	PV-240023	129.98	N
		INV#20730053 RVHS	07/27/2023	77001796	PV-240023	121.77	N

015204 BROOKCREST WATER COMPANY 1908 D ST SACRAMENTO, CA 95811-1123 (916) 441-7261	272.05	JUN MOKE DRINKING WATER	07/27/2023	24430221	CL-230088	92.50	N
		WGE ASP JUN DRINKING WATER	07/27/2023	24430221	CL-230089	179.55	N

014663 BURKE WILLIAMS & SORENSEN LLP 444 SOUTH FLOWER ST #2400 LOS ANGELES, CA 90071-2953	660.00	INV#297900 PROF SRVCS	07/13/2023	24428040	CL-230003	660.00	Y

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003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	1,097.62	MAY-JUN ISLETON WTR MAY-JUN ISLETON WTR	07/13/2023 07/13/2023	24428041 CL-230037 24428041 CL-230038	753.80 343.82	N N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	2,632.17	JUL ISLE WASTE SERVICES	07/27/2023	24430213 PV-240024	2,632.17	N
015343 CAPITAL ENGEINEERING CNSLTS 11020 SUN CENTER DR. #100 RANCHO CORDOVA, CA 95670 (0) - 0	13,790.00	INV#84640 PROJ#230109.00	07/20/2023	24428845 PO-230439	13,790.00	N
015654 CAPITAL KIDS OCCUPATIONAL THERAPY INC. 5340 ELVAS AVENUE SUITE #300 SACRAMENTO, CA 95819 (916) 296-4616	720.00	INV#CK225319 OT SRVCS	07/13/2023	24428042 CL-230004	720.00	N
014082 CAS INSPECTION INC 373 PEBBLE BEACH DRIVE RIO VISTA, CA 94571 (925) 584-1930	8,800.00	INV#2579 DHW INSPECTION	07/20/2023	24428842 PO-230388	8,800.00	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	2,042.75	INV#2690225 CRTLND BUS GRGE INV#2690211 BATES INV#2690224 MOKE INV#2690068 WGE	07/27/2023 07/27/2023 07/27/2023 07/27/2023	24430214 PV-240025 24430214 PV-240025 24430214 PV-240025 24430214 PV-240025	141.20 710.89 84.70 1,105.96	N N N N

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000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	10,458.67	METER#83071276 DIST OFF	07/27/2023	24430222	CL-230100	178.86	N
		METER#83071276 DIST OFF	07/27/2023	24430222	CL-230101	160.73	N
		METER#83071642 DHW	07/27/2023	24430222	CL-230102	107.04	N
		METER#82723108 DHW	07/27/2023	24430222	CL-230103	777.34	N
(0) - 0 N RIO VISTA FIRE		METER#83100903 DHW	07/27/2023	24430222	CL-230104	319.85	N
		METER#83100899 DHW	07/27/2023	24430222	CL-230105	362.44	N
		METER#83100899 DHW	07/27/2023	24430222	CL-230106	1,535.54	N
		METER#82723111 RVHS	07/27/2023	24430222	CL-230107	1,492.33	N
		METER#83071643 RVHS	07/27/2023	24430222	CL-230108	87.44	N
		METER#75183805 RVHS	07/27/2023	24430222	CL-230109	1,220.17	N
		METER#84221509 RVHS	07/27/2023	24430222	CL-230110	919.48	N
		METER#84221509 RVHS	07/27/2023	24430222	CL-230111	1,076.35	N
		METER#83100904 RMS	07/27/2023	24430222	CL-230112	556.17	N
		METER#83100904 RMS	07/27/2023	24430222	CL-230113	724.63	N
		METER#89338475 RMS	07/27/2023	24430222	CL-230114	940.30	N
015777 CLARK ROOFING INC 2076 ACOMA ST SACRAMENTO, CA 95815	183,197.57	DHS JUN BILLING	07/20/2023	24428846	PO-230581	97,707.50	N
		DHS JUL BILLING	07/27/2023	24430211	PO-230581	85,490.07	N
(0) - 0							
013922 COMPREHENSIV DRUG TESTING 230 COMMERCE, SUITE 100 IRVINE, CA 92602	111.00	INV#52915 DOT	07/13/2023	24428043	CL-230039	111.00	N
(714) 852-5200 N							
015197 COMPUGROUP MEDICAL INC. 10901 STONELAKE BLVD STE 200 AUSTIN, TX 78759	250.00	INV#8180334571 MEDIED	07/27/2023	24430223	CL-230144	250.00	N
(0) - 0							
013876 DATAPATH PO BOX 94046 SEATTLE, WA 98124-9446	26,922.52	INV#164712 DELL LATITUDE	07/06/2023	23427182	CL-230005	3,925.96	N
		INV#164350 DELL OPTIPLEX	07/06/2023	23427182	CL-230006	6,979.52	N
		INV#164550 MNTHLY IT SRVCS	07/13/2023	24428052	PV-240008	11,050.40	N
		INV#164550 MNTHLY IT SRVCS	07/13/2023	24428052	PV-240008	2,642.60	N
(888) 693-2827		INV#164550 MNTHLY IT SRVCS	07/13/2023	24428052	PV-240008	450.00	N
		INV#164550 MNTHLY IT SRVCS	07/13/2023	24428057	PV-240008	627.88	N
		INV#164550 MNTHLY IT SRVCS	07/13/2023	24428058	PV-240008	1,246.16	N

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013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220	1,665.65	INV#80204773 DIST OFF INV#80232111 WGE INV#80233226 DIST OFF INV#80232116 F5	07/06/2023 07/06/2023 07/06/2023 07/06/2023	23427183 CL-230008 23427183 CL-230009 23427183 CL-230010 23427183 CL-230011	794.94 342.38 447.51 80.82	N N N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0	26.81	HEALTH PREMIUMS JUL 23	07/20/2023	24428872 PV-240019	26.81	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335	62,755.00	JULY TAX IN LIEU	07/06/2023	23427184 CL-230007	62,755.00	N
015818 DEPARTMENT OF SOCIAL SERVICES PO BOX 944243 SACRAMENTO, CA 94244-2430 (0) - 0	242.00	PRESCHOOL ANNUAL FACILITY FEE	07/27/2023	24430218 PV-240026	242.00	N
015775 DOLIGHTFUL, INC DBA KANGO 31 WINFIELD STREET SAN FRANCISCO, CA 94110 (0) - 0	118.00	INV#RIV00000302 STUDENT RIDES	07/20/2023	24428858 CL-230058	118.00	N
015321 DRURY, CHANDRA (0) - 0	308.80	CHANDRA DRURY JUN PER DIEM CONF MILEAGE AND UBER REIMB	07/06/2023 07/27/2023	23427189 CL-230028 24430247 CL-230175 RIO	147.00 161.80	N N
010469 E.F. KLUFT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0	3,951.72	INV#306485 FUEL FOR TRANSPORT INV#304931 FUEL INV#305970 FUEL	07/13/2023 07/20/2023 07/20/2023	24428053 PV-240004 24428859 CL-230043 24428859 CL-230044	1,588.89 751.63 1,611.20	N N N

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015659 EDWARDS, STEVENS, AND TUCKER 333 UNIVERSITY AVE. #200 SACRAMENTO, CA 95825 (916) 565-7697	1,795.00	INV#5036 PROF SERVICES INV#5036 PROF SERVICES	07/20/2023 07/20/2023	24428850 PV-240010 24428850 PV-240010	1,647.50 147.50	Y Y
015200 EMS LINQ 2528 INDEPENDENCE BLVD #200 WILMINGTON, NC 28412 (800) 541-8999	8,656.60	INV#C-117983 TITAN SODEXO SRVC INV#C-117983 TITAN SODEXO SRVC	07/13/2023 07/13/2023	24428059 PV-240009 24428059 PV-240009	2,596.98 6,059.62	N N
014897 EVER WHITE 1480 INDEPENDENCE AVE HARTFORD, WI 53027 (800) 335-7319	844.00	INV#0033810 WHITEBOARD INV#0033810 SHIPPING	07/20/2023 07/20/2023	24428860 CL-230049 24428860 CL-230050	499.00 345.00	N N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905 (0) - 0	4,618.69	RADIO RIO JUN JUN DIST WIDE PHONES	07/13/2023 07/27/2023	24428044 CL-230036 24430224 CL-230115	171.51 4,447.18	N N
015227 FRONTLINE EDUCATION 1400 ATWATER DRIVE MALVERN, PA 19355 (0) - 0	22,248.34	INVUS184689 ABSNC TM SOL 23/24	07/13/2023	24428054 PV-240005	22,248.34	Y
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 (916) 444-5100	11,556.23	INV#1162 PROF SERVICES INV#1150 PROFESSIONAL SRVCS INV#1151 PROFESSIONAL SERVICES	07/27/2023 07/27/2023 07/27/2023	24430225 CL-230146 24430225 CL-230147 24430225 CL-230148	7,986.23 3,430.00 140.00	N N N

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003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800	864.23	INV#9745767906 MOT SUPPL INV#9745759002 MOT SUPPLY	07/27/2023 07/27/2023	24430226 CL-230120 24430226 CL-230121	63.83 800.40	N N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	35.67	INV#210568/211050	07/27/2023	24430227 CL-230143	35.67	N
000472 HENRY GO MD INC P.O. BOX 338 COURTLAND, CA 95615 ()	250.00	ACCT#10623 C.V.& R.S. DMV EXAM	07/27/2023	24430228 CL-230129	250.00	6
015761 HIGH SIERRA FLOOR CARE 3905 SEMALLON DR MODESTO, CA 95356 (0) - 0	6,800.00	INV#1271 CLEAN AND SCREEN INV#1270 CLEAN AND SCREEN	07/20/2023 07/20/2023	24428841 PO-230638 24428841 PO-230638	3,400.00 3,400.00	Y Y
015210 HKIT 538 NINTH ST #240 OAKLAND, CA 94607 (510) 625-9800 N	59,475.09	INV#8 PROJ#22007.00 INV#11 PROJ#21041.00 INV#3 PROJ#21042.02 INV#3 PROJ#21040.02	07/20/2023 07/20/2023 07/20/2023 07/20/2023	24428847 PO-220912 24428847 PO-230001 24428843 PO-230517 24428843 PO-230582	1,469.00 9,365.71 21,640.44 26,999.94	N N N N
013947 HOME DEPOT PRO PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114	1,272.81	INV#752797415 CUSTODIAL SUPP INV#752518324 CUSTODIAL SUPPL INV#751485483 CUSTODIAL SUPPL INV#751916800 CUSTODIAL SUPPL INV#752125278 CUSTODIAL SUPPL INV#752287995 CUSTODIAL SUPPL INV#752063610 CUSTODIAL SUPPL INV#750150179 CUSTODIAL SUPPL INV#750316937 CUSTODIAL SUPPL INV#750141566 CUSTODIAL SUPPL INV#750141574 CUSTODIAL SUPPL INV#750316929 CUSTODIAL SUPPL	07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023	77001798 CL-230130 77001798 CL-230131 77001798 CL-230132 77001798 CL-230133 77001798 CL-230134 77001798 CL-230135 77001798 CL-230136 77001798 CL-230137 77001798 CL-230138 77001798 CL-230139 77001798 CL-230140 77001798 CL-230141	40.21 63.74 147.66 79.77 119.53 57.80 17.08 74.48 3.15 308.81 334.60 25.98	N N N N N N N N N N N N

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014548 HUNTER, RENEE	9.17	R.H. JUN MILEAGE	07/27/2023	24430229 CL-230150	9.17	N
(0) - 0						N
015763 IGNITE2UNITE LLC 4720 S 174TH EAST AVE TULSA, OK 74134 (479) 366-5517	2,600.00	INV#967 RVHS KN SPKR FINAL	07/27/2023	24430230 CL-230156	2,600.00	N
015784 JIBBER JABBER SPEECH LLC PO BOX 342 RIO VISTA, CA 94571 (0) - 0	1,000.00	INV#3 SPEECH SRVCS	07/20/2023	24428861 CL-230062	1,000.00	Y
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD SUITE 101 ELK GROVE, CA 95758 (650) 610-4370	979.61	INV#316-00000476223 PAINT	07/13/2023	24428045 CL-230013	979.61	N
015021 KEREX ENGINEERING INC. 93 MONTE CRESTA AVE PLEASANT HILL, CA 94523 (0) - 0	118,162.33	DHW PROJ JUNE	07/20/2023	24428844 PO-230459	118,162.33	N
012966 KONTRABAND INTERDICTION & K.I.D.S. CALIF CORPORATE HEAD. 1550 MCHENRY AVENUE MODESTO, CA 95350 (0) - 0	520.00	INV#CAS-223206 FULL DAY SRVCS	07/27/2023	24430231 CL-230116	520.00	N

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011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	INV#4306 UHF SRVCS	07/13/2023	24428055 PV-240006	330.00	7
015512 LEAF PO BOX 5066 HARTFORD, CT 06102-5066 (866) 219-7924	4,237.02	INV#14912737 RVHS INV#14912738 DIST OFF INV#14912739 RMS INV#14912740 ISLE Y LEAF Capital F INV#14912741 RVHS INV#14912742 RVHS INV#14972471 DHW INV#14972472 DHS	07/06/2023 07/06/2023 07/06/2023 07/06/2023 07/06/2023 07/06/2023 07/06/2023 07/20/2023 07/20/2023	23427185 CL-230014 23427191 CL-230015 23427185 CL-230016 23427185 CL-230017 23427185 CL-230018 23427185 CL-230019 24428862 CL-230059 24428862 CL-230060	1,307.87 77.48 621.17 475.87 74.14 22.60 679.89 978.00	Y Y Y Y Y Y Y Y
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399	617.24	LIRAS JUN STATEMENT	07/27/2023	24430232 CL-230084	617.24	N
015766 MARK SCHUMACHER 21942 BAHAMAS MISSION VIEJO, CA 92692 (0) - 0	2,500.00	FINAL PAYMENT FOR 8/4	07/27/2023	24430233 CL-230174	2,500.00	N
015110 MAYNARD, NIKKA (0) - 0	48.62	W#23380753 N.M. STALEDATE	07/27/2023	24430248 CL-230145	48.62	N
014107 MCCARTY, MELADEE 9217 VERVAIN WAY SACRAMENTO, CA 95829-8733 (209) 601-2940	1,050.00	MAY SERVICES APR CONSULTING SRVCS	07/20/2023 07/27/2023	24428863 CL-230046 24430234 CL-230157	700.00 350.00	Y Y

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014934 MIMIAGA, MICHAEL	157.00	M.MIMIAGA PER DIEM	07/11/2023	24427626 PV-240001	157.00	N
(0) - 0						
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780	6,117.50	INV#76119 PROF SERVICES INV#76118 PROF SERVICES INV#76118 PROF SERVICES	07/20/2023 07/20/2023 07/20/2023	24428851 PV-240011 24428851 PV-240013 24428856 PV-240013	2,192.50 3,800.00 125.00	Y Y Y
(714) 573-0900						
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	25.49	JUN RADIO STATION	07/13/2023	24428047 CL-230042	25.49	N
(0) - 0						
013554 POINT QUEST EDUCATION 9355 E STOCKTON BLVD STE 225 ELK GROVE, CA 95624	24,158.00	INV#539773 NPS SRVCS INV#539787 NPS SRVCS INV#539794 NPS SRVCS INV#539803 NPS SRVCS INV#739891 NPS SRVCS INV#739908 NPS SRVCS	07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023	24430236 CL-230092 24430236 CL-230093 24430236 CL-230094 24430236 CL-230095 24430236 CL-230096 24430236 CL-230097	10,150.00 180.00 230.00 2,888.00 10,440.00 270.00	N N N N N N
(916) 422-0571						
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	5,668.80	INV#8436 SPCH THRPY JUN	07/27/2023	24430237 CL-230149	5,668.80	7
(317) 371-3866						
013524 RIO VISTA DODGE CHRYSLER JEEP 1006 STATE HWY 12 RIO VISTA, CA 94571	20.93	INV#17327 TRANSPORT SRVCS	07/27/2023	24430238 CL-230151	20.93	N
(707) 374-6411						N

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014291 RIO VISTA HIGH SCHOOL ASB 410 S. 4TH RIO VISTA, CA 94571 (0) - 0 N	250.00	RVHS CLASS OF 23 REIMB.	07/27/2023	24430239 CL-230098	250.00	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 N	2,336.40	JUN DIST OFFICE WST JUN RMS WST INV#002246984 RVHS TRSH SRVC INV#02246947 DHS TRASH SRVCS	07/13/2023 07/13/2023 07/27/2023 07/27/2023	24428046 CL-230034 24428046 CL-230035 24430235 CL-230082 24430235 CL-230083	132.72 644.28 634.10 925.30	N N N N
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571 (0) - 0	1,104.00	PER DIEM M.G. S.B. S.R .J.S.	07/11/2023	24427627 PV-240003	1,104.00	N
015787 RIVERA, LAURA (0) - 0 N	78.60	LAURA R. JUN MILEAGE	07/06/2023	23427192 CL-230029	78.60	N
015814 ROBERT VOGEL 7322 PEZZI RD STOCKTON, CA 95215 (0) - 0	1,600.00	4 MAGIC ASSEMBLIES	07/06/2023	23427186 CL-230020	1,600.00	Y
014433 RYLAND CONSULTING 8334 PARUS WAY GRANITE BAY, CA 95746 (916) 652-7165	481.25	INV#3790 PROF SRVCS	07/06/2023	23427187 CL-230012	481.25	N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814 (916) 874-8250	4,551.31	QRTR 3 FISCAL AGENT FEES QRTR 3 FISCAL AGENT FEES QRTR 3 FISCAL AGENT FEES QRTR 3 FISCAL AGENT FEES QRTR 3 FISCAL AGENT FEES QRTR 3 FISCAL AGENT FEES QRTR 3 FISCAL AGENT FEES	07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023	24430240 CL-230160 24430240 CL-230161 24430240 CL-230162 24430240 CL-230163 24430240 CL-230164 24430251 CL-230165 24430250 CL-230166	581.28 581.28 581.28 581.28 581.28 829.01 815.90	N N N N N N N

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000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	288.80	JUN BATES UTILITIES	07/13/2023	24428048 CL-230040	113.70	N
		WGE JUN UTILITIES	07/20/2023	24428864 CL-230061	175.10	N
(0) - 0						
011241 SANCHEZ, ROBERT	152.00	R. SANCHEZ PER DIEM	07/11/2023	24427628 PV-240002	152.00	N
() -						N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	710.53	INV#EAP7-072024.15	07/20/2023	24428852 PV-240012	314.72	N
		INV#EAP7-072024.15	07/20/2023	24428852 PV-240012	302.38	N
		MARIA LOMELI CLAIM #23-3399	07/20/2023	24428873 PV-240020	93.43	N
(0) - 0						
015800 SECURECOM INC 3398 MAINT ST. UNIT A SPRINGFIELD, OR 97478	216.00	INV#356856 WG QRTL Y MONITORING	07/13/2023	24428056 PV-240007	216.00	N
(0) - 0						
015572 SERNA, CECILIA	353.70	S.C. JUN MILEAGE	07/27/2023	24430241 CL-230158	353.70	N
(0) - 0						N
015791 SEVEN BRIDGES MOVING 878 HOWE RD. SUITE F MARTINEZ, CA 94553	5,486.86	INV#0123 MOVING FOR CONSTRUCT	07/20/2023	24428848 PO-230628	5,486.86	Y
(0) - 0						
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	4,817.53	JULY 23 PREMIUMS	07/27/2023	24430215 PV-240027	2,854.79	N
		JULY 23 PREMIUMS	07/27/2023	24430215 PV-240027	1,755.25	N
		JULY 23 PREMIUMS	07/27/2023	24430215 PV-240027	207.49	N
(0) - 0						N

07/01/2023 - 07/31/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	951.72	JUN 23 PREMIUMS JUN 23 PREMIUMS	07/27/2023 07/27/2023	24430216 PV-240028 24430216 PV-240028	403.76 547.96	N N
(0) - 0						N
015429 SIGNAL VINE INC 811 N. ROYAL STREET ALEXANDRIA, VA 22314	5,500.00	INV#008247 TEXTING PLATFORM	07/06/2023	23427190 CL-230021	5,500.00	N
(0) - 0						
013540 SOLIANT HEALTH PO BOX 934411 ATLANTA, GA 31193-4411	10,238.50	INV#20717198 BCBA, RAA SRVCS INV#20721466 INV#20724469	07/13/2023 07/20/2023 07/20/2023	24428049 CL-230001 24428853 PV-240014 24428853 PV-240014	2,812.00 4,287.50 3,139.00	N N N
(904) 360-2142						
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	2,188.48	INV#130768 JUN GAS SRVCS INV#130768 JUN CMS GAS	07/27/2023 07/27/2023	24430242 CL-230085 24430249 CL-230086	1,916.34 272.14	N N
(888) 400-2155						N
015723 SUPERIOR EQUIPMENT CO PO BOX 10369 NAPA, CA 94581	49,854.63	INV#2211-24 TRASH COMPACTOR	07/20/2023	24428865 CL-230051	49,854.63	N
(0) - 0						
015762 TERE HAM	303.66	T.H. JUN MILEAGE	07/27/2023	24430243 CL-230159	303.66	N
(0) - 0						N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013	2,953.36	INV#172069211-0 PHONE CHRGS	07/27/2023	24430244 CL-230099	2,953.36	N
(877) 487-2877						N

07/01/2023 - 07/31/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	12,535.34	JULY 2023 GASB 75	07/20/2023	24428874 PV-240021	12,535.34	N
(0) - 0		N				
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	195.53	INV#30253 WKLY CHRGS INV#30263 WKLY CHRGS INV#30273 WEEKLY CHARGES	07/13/2023 07/13/2023 07/20/2023	24428050 CL-230022 24428050 CL-230033 24428854 PV-240015	118.96 46.57 30.00	N N N
(0) - 0						
015747 VANDEN BOS ELECTRIC INC 502 GIUSEPPE COURT STE. 5 ROSEVILLE, CA 95678	71,963.86	INV#220065-005 WG PROJ RVHS PANEL REPLACEMENT RVHS PANEL REPLACEMENT	07/20/2023 07/27/2023 07/27/2023	24428849 PO-230450 24430245 CL-230090 24430245 CL-230091	14,463.86 2,875.00 54,625.00	N N N
(0) - 0						
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	2,572.04	MAY-JUN DIT OFF MAY-JUN SPED MAY-JUN ASP MAY-JUN HOT SPOTS Y VERIZON WIRELE MAY-JUN MAINT	07/06/2023 07/06/2023 07/06/2023 07/06/2023 07/06/2023	23427188 CL-230023 23427188 CL-230024 23427188 CL-230025 23427188 CL-230026 23427188 CL-230027	2,151.31 16.72 83.60 220.09 100.32	7 7 7 7 7
()						
000679 WARREN E GOMES EXCAVATING INC P.O. BOX 369 RIO VISTA, CA 94571	19,345.00	INV#3818 STORM DEBRIS INV#3817 STORM DEBRIS	07/20/2023 07/20/2023	24428866 CL-230047 24428866 CL-230048	12,415.00 6,930.00	N N
(707) 374-2881						
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	1,865.75	INV#0812047 INV#0813300	07/27/2023 07/27/2023	24430217 PV-240029 24430217 PV-240029	807.58 1,058.17	N N
(0) - 0		N				

07/01/2023 - 07/31/2023

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000490 WILCO SUPPLY 1973 DAVID ST SAN LEANDRO, CA 94577 (800) 745-5450	3,189.74	INV#10087264-03 TRANSPORT SUPP INV#10193942-00 TRANSPORT SUPP INV#10087264-01 TRANSPORT SUPP INV#10087264-02 TRANSPORT SUPP INV#10087264-04 TRANSPORT SUPP	07/27/2023 07/27/2023 07/27/2023 07/27/2023 07/27/2023	77001799 77001799 77001799 77001799 77001799	CL-230122 CL-230124 CL-230125 CL-230126 CL-230127	61.14 N 2,066.42 N 61.14 N 928.65 N 72.39 N
015018 WILLIAMS & ASSOCIATES PO BOX 2125 PLACERVILLE, CA 95667 (530) 906-6690	3,240.00	INV#4854 PROF SERVICES	07/20/2023	24428868	CL-230045	3,240.00 Y
014450 WIZIX 4777 BENNETT DRIVE SUITE D LIVERMORE, CA 94551 (916) 913-6191	2,659.85	INV#337693 DHW INV#336272 RVHS INV#337275 DIST OFF INV#344433 DHS N WIZIX TECHNOLO INV#344434 CMS INV#344435 MAINT INV#344639 DHW INV#346671 INV#346672	07/13/2023 07/13/2023 07/13/2023 07/20/2023 07/20/2023 07/20/2023 07/20/2023 07/20/2023	24428051 24428051 24428051 24428867 24428867 24428867 24428867 24428855 24428855	CL-230030 CL-230031 CL-230032 CL-230052 CL-230053 CL-230054 CL-230055 PV-240016 PV-240016	115.82 N 1,009.48 N 256.78 N 451.40 N 13.20 N 37.05 N 510.77 N 86.65 N 178.70 N
001439 YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT 1947 GALILCO CT. STE 103 DAVIS, CA 95616 (530) 757-3650	117.00	INV#14055 SOURCE TEST FACILITY	07/27/2023	24430246	CL-230087	117.00 N
District total:	871,824.44					
Report total:	871,824.44					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

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

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

SUBJECT:

Request to Approve of the Memorandum of Understanding (MOU) for River Delta Unified School District (RDUSD) to Participate in the Sly Park Environmental Education Program for the 2023-2024 School Year

BACKGROUND:

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

STATUS:

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2024.

PRESENTER:

Nancy Vielhauer, Assistant Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

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

RECOMMENDATION:

That the Board approves the Memorandum of Understanding for the participation by the District schools in the Sly Park Environmental Education Center for 2023-2024.

Time allocated: 2 minutes



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

Date: July 24, 2023

To: Superintendents

From: Brent Malicote, Assistant Superintendent, Education Services
Sacramento County Office of Education (SCOE)
Sly Park Environmental Education Center

Please sign and return the enclosed Memorandum of Understanding (MOU) to allow school(s) in your district to participate in the Sly Park program for the 2023/24 school year. Additionally, the Sacramento County Office of Education (SCOE) requires that your district provide a copy of your Certificate of Liability Insurance for our records naming SCOE as the insured. We must receive both documents, no less than 60 days prior to your trip, in order for your district/school(s) to attend Sly Park.

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

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

or

Email: slypark@scoe.net

A copy of the fully executed MOU and all further correspondence regarding 2023/24 participation will be sent directly to the schools. If you have any questions, please call me at (916) 228-2653.

Thank you!



Memorandum of Understanding

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

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2024.

I. The District shall:

- A. Comply with the terms of this Agreement and the rules and regulations of SCOE, Sly Park, and the USDA Forest Service, and all applicable laws. The District shall require participating District schools to likewise comply with the Agreement and the applicable rules, regulations, and laws. Failure to meet any of the requirements may impact the current and future reservations at Sly Park.
- B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
- C. Provide 1 certificated teacher for every 28 students from a participating District school for the duration of the school's stay at Sly Park.
- D. Provide 1 adult chaperone for every 1-12 children at a rate of \$30 each/per day. This shall include 1 female chaperone for every 1-12 female participants and 1 male chaperone for every 1-12 male participants. If an aide is needed to be with only one student, that adult's presence is not used in determining the proper student to chaperone ratio.
- E. Ensure that each District school teacher and chaperone is available to assist in supervising students at the direction of the Sly Park Director. In the event that a teacher or chaperone is not available, Sly Park reserves the right to hire a SCOE approved individual to assist in supervision. Costs incurred for supervision services will be the responsibility of the District. District shall inform Sly Park if it does not have a sufficient number of chaperones at least 30 days prior to the scheduled arrival date.
- F. Require District employees and adult chaperones participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
- G. Pay the full program rate for adults/chaperones staying at Sly Park, who are not acting as a certificated teacher or chaperone as outlined in Paragraphs C or D above or who are in excess of the appropriate ratio expressed therein.
- H. Ensure students are adequately prepared for resident life on the Sly Park Campus, including the possibility of inclement weather. Each chaperone, staff, and student must furnish a sleeping bag, or blankets and sheets, as well as clothing appropriate for hiking activities and weather. Suggested supplies are included in **Exhibit A – Sly Park Packing List**.
- I. Notify the Sly Park Director of a student's behavioral or disciplinary issues that may affect the safety of the student, other students, adults, or staff. If a student needs behavior interventions, the site administrator must collaborate with the Sly Park Director to develop appropriate interventions, arrangements, and/or responses to facilitate the best possible educational opportunity at Sly Park for the student.

- J. Inform the Sly Park Director of known health concerns and/or special needs that may impact a student's ability to participate in Sly Park activities in order to arrange appropriate accommodations to facilitate a successful Sly Park experience for the student.
- K. Ensure that the parent/guardian of each registered student completes and signs the **Student Registration and OTC Medication Authorization** online forms, which can be accessed through the Sly Park website at <https://slyparkcenter.org/index.html>.
- L. Provide medical care and/or medication administration to District students while on the Sly Park campus in accordance with District procedures. Sly Park staff will not be responsible for administration of medication to students.
- M. Adhere to the Sly Park Visitor Policy included in **Exhibit B – Sly Park Visitor Policy**.
- N. Ensure that District's chaperones, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park campus.
- O. Ensure that District's chaperones, staff, and students do **NOT** have, eat or store food, candy, gum, or beverages other than water, in the sleeping areas. District/School will be charged a penalty of \$250 per occurrence for food found in cabins.
- P. Leave the Sly Park campus in the same condition as found upon arrival. At SCOE's discretion, District may be responsible for actual costs of any repairs necessitated by damage caused by the District's schools, pupils, chaperones, teachers, or other persons attending Sly Park in conjunction with the participating District school. Damage may result in Sly Park denying the District or the school future opportunities to participate in Sly Park programs. This paragraph does not apply to reasonable wear and tear to the campus, as determined by the Sly Park Director.

II. SCOE/Sly Park shall:

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

III. Payment:

- A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$50.00 per reserved student. A deposit will secure a reservation at Sly Park and will be applied to a final invoice. Sly Park may cancel a reservation if the deposit is not made by:
 - a. **January 30, 2023** for visits occurring between August 1 and December 31, 2023;
 - b. **April 30, 2023** for visits occurring between January 1 and June 15, 2024; or
 - c. Within 30 days of mailing the deposit invoice.
- B. Schools can make alterations to their reserved student number without penalty at any time prior to **May 1, 2023** for Sly Park visits occurring between August 1 and December 31, 2023 and prior to **September 30, 2023** for Sly Park visits occurring between January 1 and June 15, 2024.
- C. The District agrees to pay for the greater of:
 - a. the actual number of students who attend Sly Park, or
 - b. 94% of the number of students reserved as of the deadline for changes.

- D. Programs receiving exclusive use of the facility will be billed an amount reflecting a minimum attendance of 100 persons, regardless of the number actually attending.
- E. Unless otherwise indicated on the Reservation Request, program costs for the 2023/24 school year are as follows for each student and adult/chaperone in excess of the ratio outlined in Section I, Paragraph D:
 - a. 5 Day / 4 Night Program: \$255.00
 - b. 4 Day / 3 Night Program: \$220.00
 - c. 3 Day / 2 Night Program: \$185.00
- F. Should the District, or participating school, regardless of reason, cancel a confirmed reservation after the deadline above (Section III.B), District agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students.
- G. If a District notifies Sly Park of its inability to attend, or of reduced attendance numbers, at least 90 days prior to its scheduled arrival date, Sly Park will try to accommodate the District's revised needs through rescheduling, subject to demand and availability. In the event Sly Park is unable to accommodate the revisions, District remains responsible for payment as set forth above. If an unforeseen circumstance arises that does not meet any of the Force Majeure criteria, the site must contact the Sly Park Director 30 working days prior. It will then be at the Director's discretion to allow the change upon review of the circumstance.
- H. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.
- I. Send all deposits and payments to the following address:
 - Sacramento County Office of Education
 - Attn: Financial Services
 - PO Box 269003
 - Sacramento, CA 95826-9003

IV. General Terms:

A. Indemnification.

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

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

C. **Insurance.** District and SCOE shall maintain in full force and effect during program and occupation of Sly Park a comprehensive general liability insurance policy in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. District's insurance policies shall name SCOE, its officers, employees, and agents, as additional insured.

Either party will furnish the other with a copy of proof of insurance prior to District's occupancy of Sly Park upon request.

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

Sly Park Environmental Education Center
5600 Sly Park Road
Pollock Pines, CA 95726
Tel: 916-228-2485
Fax: 530-644-2670
Email: sly_park@scoe.net

River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651
Tel: 707-374-1700
Fax: 707-374-2995
Email: kwright@rdusd.org

- I. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

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

Sacramento County Office of Education

River Delta Unified School District



7/24/23

Brent Malicote
Assistant Superintendent, Education Services

Date

Katherine Wright
Superintendent

Date



**MEMORANDUM OF UNDERSTANDING
Addendum 1**

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

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

(District) agrees to:

1. Assist in communicating current safety measures and expectations to campers. Enforce safety measures and expectations with campers.
2. Notify Sly Park Director of potential COVID-19 or other communicable disease exposures and mitigate the impact of such exposures. This may require isolating camper(s) and/or facilitators and arranging for their transportation home.

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

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

(District)
Katherine Wright
Superintendent

Signature

7/24/23

Date

Signature

Date

WHAT TO BRING

REQUIRED ITEMS

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

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

OPTIONAL/SUGGESTED ITEMS

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

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

Watch the weather reports and pack accordingly

WHAT NOT TO BRING

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

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

QUE TRAER

OBJETOS REQUERIDOS

- Saco de dormir o 2 sábanas y 2 mantas
- Funda de almohada y almohada
- 2-5 pares de pantalones
- 5 camisas
- 5 juegos de ropa interior
- 5 pares de calcetines (extra en invierno)
- Pijama
- 1 chaqueta o abrigo
- 2-3 suéteres/sudaderas/sudaderas con capucha
- 1 serigrafía camiseta, sudadera con capucha, funda de almohada, etc. (cualquier color menos)
- Poncho para lluvia o impermeable
- Guantes
- Beanie/sombrero
- 2 pares de zapatos para las caminatas
- Botas para la nieve si hay nieve
- Toalla de baño, toalla de mano y toallita
- Cepillo de dientes y pasta de dientes
- Jabón y champu/acondicionador
- Peine y cepillo
- Bálsamo labial
- Libros/revistas
- 2 bolsas de plástico grandes (para ropa sucia)
- Botella reutilizable de agua

Tenga en cuenta que si su hijo no tiene ninguno de los artículos requeridos, Sly Park le proporcionará estos artículos durante su visita.

ARTÍCULOS OPCIONALES/SUGERIDOS

- Sábana ajustable
- Cobija adicional
- Zapatos de ducha/chancclas
- Zapatillas
- Loción de manos
- Protector solar (sin aerosol)
- Repelente de insectos (sin aerosol)
- Desodorante (sin aerosol)
- Mochila
- Cámara
- Stampillas para cartas a casa
- Pantalones cortos si el clima es cálido
- Linterna eléctrica
- Tapones para los oídos

**** Medicamento, vitaminas, etc., debe ser entregado a la escuela antes de su viaje**

Mire los informes del clima y empaque apropiadamente

QUE <u>NO</u> TRAER	
NO traer dulces, chicles, comida, bocadillos, refrescos, etc.	NO traer cuchillos, armas, objetos peligrosos
NO traer dinero	NO traer rizadores ni alisadores para el cabello
NO traer artículos valiosos	NO traer aerosoles
NO se permiten celulares ni electrónica	NO traer ropa inapropiada para la escuela

Si su hijo deja algo atrás, llame al 916-228-2485.
Sly Park no se hace responsable por artículos perdidos, extraviados, rotos o robados.



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

Sly Park Environmental Education Center Visitor Policy

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

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

Guidelines for Visitors:

- **All visitors must call ahead of time to arrange their visit** and to gain approval from the Sly Park Director in order to visit.
- Additional visitors will be admitted to Sly Park after the program begins upon prior arrangements with the Director.
- Visitors must check in at the office and wear a "Visitor" badge while on site.

The Sly Park Environmental Education Center staff reserves the right to revoke any and all visitations if the above-stated conditions are not adhered to. *California Penal Code §627.4*



AGREEMENT/MOU/RFP/OTHER CONTRACT ROUTING SHEET

(USE EXPENDITURE CONTRACT ROUTING SHEET FOR EXPENDITURE CONTRACTS – SEE PAGE 2)

Contractor(s) Various Schools

Type of Document New Renewal Amendment

Project Title District MOU for the 2023-24 school year

SCOPE DEPARTMENT	DEPARTMENT CONTACT (NAME/TITLE)	DEPARTMENT PHONE
Sly Park	Brett Nelson/Director	2485
VERSION DATE	SOURCE OF FUNDS	DATES OF SERVICES
May 9, 2023	Individual Schools or Districts	August 28, 2023 to June 30, 2024

PURPOSE OF CONTRACT (1-2 SENTENCES)

To allow students from various schools and districts to attend the Sly Park Environmental Education Center’s education programs.

PROGRAM REVIEW WILL PERSONNEL BE HIRED? Y N TECHNOLOGY IMPACT? Y N

Program is responsible for obtaining approval from Human Resources and/or Technology Services if either box is checked.

TITLE	NAME	SIGNATURE	DATE
Manager	Brett Nelson		5/31/2023
Director	Brent Malicote		
Personnel (if applicable)			
Tech Services (if applicable)			
Cabinet Level Supervisor (Not Deputy Superintendent)			7/13/23

LEGAL SERVICES REVIEW PERSONNEL TECH SERVICES OTHER

SIGNATURE	DATE
	7/6/23 see revised edits and email

BUSINESS OFFICE REVIEW FISCALLY RESPONSIBLE PERSONNEL/TECH SERVICES APPROVAL N/A

SIGNATURE	DATE

DEPUTY SUPERINTENDENT’S REVIEW

SIGNATURE	DATE

For Admin Use Only Needs CABINET Review Needs BOARD Review

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.5

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

SUBJECT:

Request to Approve the Independent Contract for Services Agreement with Capital Kids Occupational Therapy, Inc. to Provide Occupational Therapy Services for the 2023-2024 School Year.

BACKGROUND:

Capital Kids Occupational Therapy, Inc. is a pediatric therapy company that provides Speech and Occupational Therapy services in Sacramento area public schools.

STATUS:

Capital Kids Occupational Therapy, Inc. has provided services to the River Delta Unified School District for two years. The 2022-2023 contract was not to exceed \$45,000. The 2023-2024 contract is not to exceed \$45,000.

PRESENTER: Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$45,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board approves the Independent Contract for Services Agreement with Capital Kids Occupational Therapy, Inc. to provide Occupational Therapy Services for the 2023-2024 School year.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Capital Kids Occupational Therapy, Inc. hereinafter referred to as "CONSULTANT."

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

1. TERM: The term of this agreement is from July 1, 2023 through June 30, 2024. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

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

To provide virtual speech-language therapy services and assessments for district students.

3. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$ per day week month year or per hour
OR
\$120.00 per hour for Occupational Therapy Services for a total cost not to exceed \$45,000.

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

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

Creating Excellence To Ensure That All Students Learn

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

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name _____ Date _____

Requested By _____ Date _____

Social Security Number/Federal Tax ID Number _____

Approval Signature _____ Date _____

Address _____ State _____ Zip _____

Budget Code (Name & Coding) _____

Contact Phone and Email _____

Board of Trustees Action _____ Date _____

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.6

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

SUBJECT:

Request to Approve the CompuGroup Medical Inc. (CGM) Agreement for the 2023-2024 School Year.

BACKGROUND:

CompuGroup Medical Inc. (CGM) provides Medi-Cal billing services and ensures that the district bills appropriately for all allowable services and meets the mandated reporting timelines.

STATUS:

This is a renewal contract. We would like to continue to use CompuGroup Medical Inc. (CGM) to assist us in billing appropriately and completing mandated reports.

PRESENTER:

Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$1,500 paid by MAA Funds.

RECOMMENDATION:

That the Board approves the CompuGroup Medical Inc. (CGM) Agreement for the 2023-2024 school year.

Time allocated: 2 minutes

This Software License and Services Agreement (“Agreement”)

is entered into by and between:

CompuGroup Medical Inc. (“CGM”)

with its headquarters located at
10901 Stonelake Blvd Ste 200
Austin, TX 78759

and

(“You”) River Delta Unified SD

Client Number: 11668139
445 Montezuma St
Rio Vista, CA 94571

Contact Name: Trisha Salomon
Phone: 707-374-1700
Fax:
Email: tsalomon@rdsd.org

Employee Responsible: Cynthia Heaton
Phone: 844-496-5441
Fax : 602-926-0392
Email : cynthia.heaton@cgm.com

Quote Number/Order Number: 01

Throughout this Agreement, You and CGM may be referred to as “the Parties” or each as “a Party”.

This Agreement, the Terms and Conditions (www.cgmus.com/full-s) and the Business Associate Agreement (www.cgmus.com/ex-d) comprise the entire agreement between the Parties:

This Agreement, when signed by You, supersedes and replaces any other materials provided by either Party to the other Party (including any proposal of which this Agreement is a part).

By initialing the box to the left, You acknowledge that You have read and agree to the all of the terms and conditions and are authorized to do so.

By initialing the box to the left, You acknowledge that You have read and agree to the terms and conditions of the Business Associate Agreement and are authorized to do so. If you attach a separate Business Associate Agreement, please enter "N/A" in the box to the left.

The **Effective Date** of this Agreement is 07/01/2023 (if no date is entered, then the Effective Date of this Agreement is the date You sign this Agreement below).

CGM

River Delta Unified SD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: PRODUCTS AND SERVICES

INITIAL TERM OF AGREEMENT: The initial term of the Agreement starts July 1, 2023, and ends June 30, 2024.

Recurring Fees

Item #	Item	Description	Qty.	Unit Price	Net Price
30	CGM RCM – LEA MEDI-CAL BILLING SERVICES	<ul style="list-style-type: none"> - Client will be charged Flat Rate per paid Procedure Code, based on current Medi-Cal reimbursement schedule and are subject to change based on change in Medi-Cal reimbursement. Please refer to Medi-Cal Reimbursement and RCM flat rate sheet. - Provider Subscription - Software Maintenance & Hosting - Software Support (during Standard Business Hours) - EDI Claims, ERA and Electronic Eligibility – Unlimited - Claim creation and processing - Denial and rejection management - Appeals at all levels - Preventative claim edits - Clear visibility into End User A/R - WebCODER - AMA CPT code set (included) - Demographic data import - Credentialing: Provider & Payors - Includes 60 hours of professional services (Project Management, Technical Services and Training) 	1.00	.00	\$0.00

Non-Recurring Fees

Item #	Item	Description	Qty.	Unit Price	Net Price
20	CGM RCM – LEA MEDI-CAL Training / Implementation	CGM RCM Implementation (per school/location); Includes up to 60 hours of professional services (Project Management, Technical Services and Training)	1.00	0.00	Included

Total Recurring Fees	\$0.00
Total Non-Recurring Fees	\$0.00

NOTES: RCM Flat Rate based upon paid procedure code example: Psych Initial Assessment Procedure Code 96130: Medi-Cal pays \$323.78, and the RCM Flat Rate will be \$32.38. You will be invoiced a flat rate monthly for each PAID Procedure Code. (The 'Flat Rate' is based on current Medi-Cal reimbursement schedule and are subject to change based on change in Medi-Cal reimbursement.)

Medi-Cal Reimbursement Schedule and RCM Flat Rate July 2022:

Procedure Code	Procedure Description	Timed Units	Units Allowed	Medi-Cal Reimbursement	CGM Fee
O&M	O&M ASSESSMENT		1 HOUR		
T1023	O&M ASSESS-INITIAL/TRI	YES	4 (15 MINUTES EACH)	\$ 12.86	\$ 1.29
T102352	O&M ASSESS-ANNUAL	YES	4 (15 MINUTES EACH)	\$ 12.86	\$ 1.29
T1023TS	O&M ASSESS-AMENDED	YES	4 (15 MINUTES EACH)	\$ 12.86	\$ 1.29
PSYCH	PSYCH-ASSESSMENT				
96130	PSYCH-ASSESS-INITIAL/TRI	NO	ONLY 1 UNIT	\$ 323.78	\$ 32.38
9613052	PSYCH-ASSESS-ANNUAL	NO	ONLY 1 UNIT	\$ 107.93	\$ 10.79
96130TS	PSYCH-ASSESS-AMENDED	NO	ONLY 1 UNIT	\$ 107.93	\$ 10.79
PT	PT-ASSESSMENT				
97163	PT-ASSESS-INITIAL/TRI	NO	ONLY 1 UNIT	\$ 152.44	\$ 15.24
9716352	PT-ASSESS-ANNUAL	NO	ONLY 1 UNIT	\$ 105.86	\$ 10.59
97164	PT-ASSESS-AMENDED	NO	ONLY 1 UNIT	\$ 105.86	\$ 10.59
OT	OT-ASSESSMENT				
97167	OT-ASSESS-INITIAL/TRI	NO	ONLY 1 UNIT	\$ 148.16	\$ 14.82
9716752	OT-ASSESS-ANNUAL	NO	ONLY 1 UNIT	\$ 102.90	\$ 10.29
97168	OT-ASSESS-AMENDED	NO	ONLY 1 UNIT	\$ 102.90	\$ 10.29
ST	ST-ASSESSMENTS-FLUENCY				
92521	ST-FLUENCY ASSESS INITIAL/TRI	NO	ONLY 1 UNIT	\$ 41.02	\$ 4.10
9252152	ST-FLUENCY ASSESS ANNUAL	NO	ONLY 1 UNIT	\$ 22.38	\$ 2.24
92521TS	ST-FLUENCY ASSESS AMENDED	NO	ONLY 1 UNIT	\$ 22.38	\$ 2.24
ST	ST-ASSESSMENTS-PRODUCTION				
92522	ST-PRODUCTION ASSESS INITIAL/TRI	NO	ONLY 1 UNIT	\$ 35.16	\$ 3.52
9252252	ST-PRODUCTION ASSESS ANNUAL	NO	ONLY 1 UNIT	\$ 19.18	\$ 1.92
92522TS	ST-PRODUCTION ASSESS AMENDED	NO	ONLY 1 UNIT	\$ 19.18	\$ 1.92
ST	ST-ASSESSMENTS-LANGUAGE				
92523	ST-LANGUAGE ASSESS INITIAL/TRI	NO	ONLY 1 UNIT	\$ 70.32	\$ 7.03
9252352	ST-LANGUAGE ASSESS ANNUAL	NO	ONLY 1 UNIT	\$ 38.36	\$ 3.84
92523TS	ST-LANGUAGE ASSESS AMENDED	NO	ONLY 1 UNIT	\$ 38.36	\$ 3.84
ST	ST-ASSESSMENTS-VOICE				
92524	ST-VOICE ASSESS INITIAL/TRI	NO	ONLY 1 UNIT	\$ 35.16	\$ 3.52
9252452	ST-VOICE ASSESS ANNUAL	NO	ONLY 1 UNIT	\$ 19.18	\$ 1.92
92524TS	ST-VOICE ASSESS AMENDED	NO	ONLY 1 UNIT	\$ 19.18	\$ 1.92
AUD	AUD ASSESSMENTS				
92557	AUD-ASSESS-INITIAL/TRI	NO	ONLY 1 UNIT	\$ 128.33	\$ 12.83
9255752	AUD-ASSESS-ANNUAL	NO	ONLY 1 UNIT	\$ 96.25	\$ 9.63
92557TS	AUD-ASSESS-AMENDED	NO	ONLY 1 UNIT	\$ 96.25	\$ 9.63
NUR	NUR-ASSESSMENTS				
T1001	NUR-ASSESS-INITIAL/TRI	NO	ONLY 1 UNIT	\$ 88.12	\$ 8.81
T100152	NUR-ASSESS-ANNUAL	NO	ONLY 1 UNIT	\$ 50.38	\$ 5.04
T1001TS	NUR-ASSESS-AMENDED	NO	ONLY 1 UNIT	\$ 50.38	\$ 5.04
AUD	AUD-SERVICES				
V5011	AUD-HEARING AID CHECK	NO	1 PER DAY	\$ 37.43	\$ 3.74
O&M	O&M SERVICES				

Internal Use Only

T1017	TARGETED CASE MANAGEMENT	YES		\$ 12.60	\$ 1.26
97533	O&M TREATMENT	YES	24(15 MINUTES EACH)	\$ 12.86	\$ 1.29
PSYCH	PSYCH-SERVICES				
96158	PSY-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 49.47	\$ 4.95
96159	PSY-INDIV- 45 OR MORE MIN	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 13.49	\$ 1.35
96164	PSY-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 13.49	\$ 1.35
96165	PSY-GROUP-45 OR MORE MIN	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 2.24	\$ 0.22
PSYCH	PSYCH-ASSOCIATE SERVICES				
96158A	PSY-ASST-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 20.29	\$ 2.03
96159A	PSY-ASST-INDIV- 45 OR MORE MIN	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 5.53	\$ 0.55
96164A	PSY-ASST-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 4.49	\$ 0.45
96165A	PSY-ASST-GROUP-45 OR MORE MIN	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 0.93	\$ 0.09
PSYCH	PSYCH-LPA-SERVICES				
96158U7	PSY-LPA-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 46.19	\$ 4.62
96159U7	PSY-LPA-INDIV- 45 OR MORE MIN	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 12.60	\$ 1.26
96164U7	PSY-LPA-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 10.22	\$ 1.02
96165U7	PSY-LPA-GROUP-45 OR MORE MIN	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 2.09	\$ 0.21
PT	PT-SERVICES				
97110GP	PT-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 42.34	\$ 4.23
9711022GP	PT-INDIV-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 12.23	\$ 1.22
97150GP	PT-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 14.12	\$ 1.41
9715022GP	PT-GROUP-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 4.41	\$ 0.44
PT	PTA-ASSITANT SERVICES				
97110CQ	PTA-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 17.71	\$ 1.77
9711022CQ	PTA-INDIV-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 5.53	\$ 0.55
97150CQ	PTA-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 5.90	\$ 0.59
9715022CQ	PTA-GROUP-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 1.84	\$ 0.18
OT	OT-SERVICES				
97110GO	OT-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 48.87	\$ 4.89
9711022GO	OT-INDIV-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 12.86	\$ 1.29
97150GO	OT-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 16.29	\$ 1.63
9715022GO	OT-GROUP-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 4.29	\$ 0.43
OT	OTA-ASSITANT SERVICES				
97110CO	OTA-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 21.03	\$ 2.10
9711022CO	OTA-INDIV-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 5.53	\$ 0.55
97150CO	OTA-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 7.01	\$ 0.70
9715022CO	OTA-GROUP-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 1.84	\$ 0.18
ST	ST-SERVICES				
92507	ST-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 44.39	\$ 4.44

9250722	ST-INDIV-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 13.32	\$ 1.33
92508	ST-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 16.28	\$ 1.63
9250822	ST-GROUP-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 4.44	\$ 0.44
ST	STA-ASSITANT SERVICES				
92507HM	STA-INDIV-15-45 MINS	YES	MAX OF 3 UNITS	\$ 18.44	\$ 1.84
92507HM22	STA-INDIV-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 5.53	\$ 0.55
92508HM	STA-GROUP-15-45 MINS	YES	MAX OF 3 UNITS	\$ 6.76	\$ 0.68
92508HM22	STA-GROUP-45 OR MORE MINS	YES	MAX OF 29 AFTER FIRST 3 USED	\$ 1.84	\$ 0.18
NUR	NUR-SERVICES				
97535	RN-ASSITED DAILY LIVING ADL	YES	MAX 32 UNIT PER DAY	\$ 12.60	\$ 1.26
97535TE	LVN-ASSITED DAILY LIVING ADL	YES	MAX 32 UNIT PER DAY	\$ 6.45	\$ 0.65
97535TM	AID-ASSITED DAILY LIVING ADL	YES	MAX 32 UNIT PER DAY	\$ 5.53	\$ 0.55
T1002	NUR-DIR-SER-RN	YES	MAX 32 UNIT PER DAY	\$ 12.60	\$ 1.26
T1003	NUR-DIR-SER-LVN	YES	MAX 32 UNIT PER DAY	\$ 6.45	\$ 0.65
T1004	HEALTH AID-SER-THCA	YES	MAX 32 UNIT PER DAY	\$ 5.53	\$ 0.55
92551	MANDATED HEARING SCREEN	NO	ONLY 1 UNIT PER YEAR	\$ 9.06	\$ 0.91
99173	MANDATED VISION SCREEN	NO	ONLY 1 UNIT PER YEAR	\$ 4.20	\$ 0.42

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.7

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

SUBJECT:

Request to Approve the Service Agreement with Language People, Inc. to Provide Interpreting Services for the Special Education Department for the 2023-2024 School Year.

BACKGROUND:

Individualized Education Program (IEP) meetings depend on good communication between parents and special education service providers. When parents do not speak English, schools must bring in an interpreter to ensure that team members understand each other and that parents can give informed consent. Interpreters must be trained in the latest IEP technical terminology.

STATUS:

Language People, Inc. has been providing Interpreting Services for the district for two years. The 2022-2023 contract was not to exceed \$10,000. The 2023-2024 contract is not to exceed \$10,000.

PRESENTER: Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$10,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board approve the Service Agreement with Language People, Inc. for the 2023-2024 school year.

Time allocated: 2 minutes



Fees for Services Agreement

This Agreement for Service shall be between Language People, Inc. and River Delta Unified

Service Contact

Company:

Address:

Contact:

Title:

Email:

Phone:

Fax:

Billing Contact

Company:

Address:

Contact:

Title:

Email:

Phone:

Fax:

Thank you for contacting Language People, Inc. regarding language services. The quote in this Fee for Services Agreement is valid for 30 days from the time of receipt. Once signed by both parties, this Agreement will become the contract between Language People, Inc. and RIVER DELTA UNIFIED regarding such services for **twelve (12)** months from the date signed.

Please note that a signature on this document does not bind or obligate RIVER DELTA UNIFIED to utilize every service listed, but rather simply provides a written understanding that in the event a representative of RIVER DELTA UNIFIED requests any type of service documented here, that financial obligations associated with those requests are understood and agreed to.

Services Provided by Language People, Inc.

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Face-to-Face Interpretation

On-site Interpretation (Face-to-Face):

LP will send interpreters to appointments at the times and locations specified by RIVER DELTA UNIFIED to interpret between staff and their River Delta Unified. This type of service also includes interpretation of small group meetings where simultaneous or conference interpretation is not necessary. Interpreter's minimum hours shall include travel time from specified beginning location to County's specified address. In no event shall interpreter's minimum hours be less than two (2) hours (interpreting and travel combined).

Spoken Language Interpreters:

Spoken language interpreters assigned to appointments, conferences, etc. greater than two (2) hours in length shall receive fifteen (15) minute break every two (2) hours.

Simultaneous Conference Interpreting:

Large-group, multi-speaker conferences require linguists with specialized skills. **Prices vary based on situation.**

American Sign Language Interpreters (ASL):

ASL interpreters shall receive a fifteen-minute break after each hour of service. For all ASL appointments beyond one hour, team interpreters must be used (two interpreters). Any exceptions to Teamed Interpreting requirements will be evaluated on a case by case basis by LP dispatchers and consultants and shall only be at the discretion of Language People.

Minimum Appointment: Two Hours

Every appointment will be billed a minimum of two hours. Hours will be billed in hourly increments beyond two hours. A grace period of five minutes at the end of the hour is allowed to "wind up" your appointment. If the appointment continues beyond the grace period, the next billed increment will be charged.

Rates Per Interpreter:

Qualified Interpreter rates are as follows:

1 hour spoken language interpreting (Common):	\$100.00*
1 hour spoken language interpreting (Rare):	\$130.00**
1 hour ASL interpreting*:	\$110.00*
Cancellation Charge (less than 24 hour notice)	Full Charge for Scheduled Appointment
Unscheduled appt. (Less than 24 hour notice)	\$35.00 per hour additional*
Weekend or After Business Hours	\$35.00 per hour additional*

**Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

***Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates will be provided at the time interpreter is scheduled.*

Services are available throughout the US.

Medical Interpreters:

LP Medical interpreters provided to RIVER DELTA UNIFIED are SB853/JC compliant and HIPAA trained and tested interpreters. They are tested and trained Medical Interpreters, with proficiency in Medical Terminology and General Terminology in their languages of service. *ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

Certified Legal Interpreting:

LP Legal interpreters are court-certified and court-qualified linguist professionals who are chosen for each assignment, not only on the basis of their proficiency in both source and target languages, but also in the specialized, field-specific knowledge they possess. Certifications for court appearances and depositions vary from state and federal/supreme court jurisdictions. Rates vary due to the unique situation of each assignment's requirements and must be quoted based on the individual project.



Mileage Charges:

Mileage will be charged for total miles at current IRS published rate for travel to and from your facility.

Note: as of 5/1/22, we can no longer support using the IRS mileage charts listed annually for fuel costs alone as the compensation to interpreters for Face to Face interpreting. To fairly compensate interpreters for this added burden due to high gas prices, we are adding a Trip Charge to the Face to Face interpreting Costs. This Trip Charge is an additional reimbursement factor that is a flat fee to help cover the price of gasoline increases.

Trip Charges:

Face to Face interpreting shall incur a Trip Charge in addition to Mileage. The Trip Charge will be billed on a sliding scale that is tied to the average price of gasoline in the State of Service and Language People reserves the right to adjust this added factor periodically based on the following table:

Gas Price 4.00 per gallon	\$15.00 trip charge per each 100 miles driven
Gas Price 5.00 per gallon	\$20.00 trip charge per each 100 miles driven
Gas Price 6.00 per gallon	\$25.00 trip charge per each 100 miles driven
Gas Price 7.00 per gallon	\$30.00 trip charge per each 100 miles driven

At the present time, this added cost is calculated in units of 100 miles. 1-100 miles is charged at 1 trip charge. Miles over 100 but less than 200 miles incurs 1 additional trip charge, etc.

Customer Support

Our office is available to you 28-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

(This area intentionally left blank)

Over-the-Phone Interpreting (OPI)



LP will provide telephone interpreters to RIVER DELTA UNIFIED at the following rates:

Basic Telephone Interpreting:

Weekdays (M-F 8 AM – 6 PM)	\$3.00 per minute
Evenings (6 PM to 8 AM), Weekend & Holidays	\$4.00 per minute
Minimum time charge per call	10 minutes
After-hours Connection Fee (evenings, weekends, holidays)	\$20.00

Specialty Telephone Interpreting Services:

One-time Customer Set-up Fee	\$50.00
Training on Phone System	6 Hours - No Charge
Additional Training/Support	\$75.00 per hour

For a complete list of languages available and more information regarding telephone interpreting, refer to the following page or contact your sales associate for more details and options.

Information/Language Identification Cards

LP will provide four copies of Language Identification Cards at no cost. Additional copies are \$1.00 each. These helpful cards are used to identify by written word which language an individual recognizes as the written version of the spoken language they wish to communicate in.

Operator Time/Customer Assistance

LP operators can assist in identifying language spoken, or in helping to conference third-parties into the phone system. They can also answer other questions. Time spent with the Operator is charged at the minute rate, and is considered part of the interpretation call. Some questions may be part of the no-cost training on use of the phone system.

Training and Technical Support

LP will provide to Customers up to six hours of introductory training in the use of the telephone system per year, and customers receive up to four hours per year. Additional time is charged at \$75.00 per hour.

Customer Support

Our office is available to you 28-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Recording Conversations for River Delta Unified Records

Interpreted phone calls may be recorded and saved upon request of the RIVER DELTA UNIFIED. Call recording requests must be made in advance of the actual interpreted call, and extra fees apply.

Trained Customer Support Representatives

For an additional fee, LP interpreters will be trained in Customer's policies and businesses processes, and perform the task of Customer Support Representatives on behalf of Customer. In this level of service, we answer the telephone and field questions in language exactly as your own customer support representatives would do. Customer can train our staff in the use of their proprietary data collection and customer support tools, so that our staff seamlessly integrates with your own English-speaking customer support staff. This service frees up your personnel to do other tasks (they do not have to be on the line with our staff, the LP interpreter/CS rep does the work for them!). Please ask your salesperson to provide you with a custom quote for this level of service.



Partial Language List

Language	Rare or Common	Language	Rare or Common	Language	Rare or Common
Afghani	Common	German	Common	Romanian	Common
Albanian	Common	Greek	Common	Russian	Common
Amharic	Common	Gujarati	Common	Samoan	Rare
Anar Dari	Rare	Hakka	Rare	Scandinavian	Common
Arabic	Common	Hausa	Rare	Serbo-Croatian	Common
Aramaic	Rare	Hebrew	Common	Shanghai	Rare
Arbresh	Rare	Hindi	Common	Sindhi	Rare
Armenian	Common	Hmong	Rare	Slavic	Common
ASL	Rare	Hungarian	Common	Slovak	Common
Assyrian	Rare	Iilcano	Rare	Somali	Rare
Bahasa	Rare	Indonesian	Common	Spanish	Common
Bengali	Rare	Italian	Common	Swahili	Rare
Berber	Rare	Japanese	Common	Swedish	Common
Bosnian	Common	Khmer (Cambodian)	Rare	Sindhi	Rare
Bulgarian	Common	Kmhu	Rare	Tagalog	Common
Burmese (Myanmar)	Rare	Korean	Rare	Tahitian	Rare
Cantonese	Common	Kurdish	Rare	Taiwanese	Common
Catalan	Rare	Laotian	Rare	Tamil	Common
Chamorro	Rare	Latvian	Rare	Telugu	Rare
Croatian	Common	Lithuanian	Rare	Thai	Rare
Czech	Common	Malay	Rare	Tibetan	Rare
Danish	Common	Maltese	Rare	Tigrinya	Common
Dari	Common	Mandarin	Common	Toishanese	Rare
Dutch	Common	Marathi	Rare	Tongan	Rare
Estonian	Common	Mien	Rare	Turkish	Common
Ethiopian	Common	Mongolian	Rare	Ukrainian	Common
Farsi	Common	Nepali	Rare	Urdu	Common
Fijian Hindi	Rare	Nigerian	Common	Uzbek	Rare
Finnish	Common	Oromo	Rare	Vietnamese	Common
Flemish	Common	Pampangan	Rare	Visayan	Rare
French	Common	Pashto	Common	Wu	Rare
French Canadian	Common	Polish	Common	Yiddish	Common
Fukienese	Rare	Portuguese	Common	Yogad	Rare

If a language is not listed on this list, it is considered rare.



Document Translation Services

Documents

LP will provide document translation services according to the complete list of languages available (following page). For instance, Spanish is charged at \$0.26 cents per word in the final Spanish document. Other Roman languages (i.e., German, French) will be charged \$0.28 based on final word count in "target" language (language translated into). For character-based languages (i.e., Thai, Chinese) charges will be based on English or Roman language word count. See cost chart attached.

LP will accept documents by fax, email or postal mail. Documents will be returned in Word format. It is the River Delta Unified's responsibility to take returned translation from Word into any other graphic product they desire (i.e., PowerPoint, PDF, etc.), or to agree to extra charges for LP to arrange graphics editing for them. Formatting, proofreading and rush deadlines all incur additional charges.

A minimum charge (per project/language) of \$100.00 applies for any document below that fee. A charge of \$45.00 applies to certificates of attestation and a \$45.00 fee for any documents needing notarization. Rush fees apply to all documents requiring less than five business day return time; rush fees are an additional 30% of the project total.

Transcription Services

RIVER DELTA UNIFIED may request written transcription of telephone conversations by our Translation Department. Transcriptions can be provided at a rate of \$90.00 per hour of work, which would cover an estimated 6 minutes of (clear) recorded audio.

Formatting and Desktop Publishing

LP can provide additional formatting of documents for an additional \$0.04 per word. LP can also provide advanced desktop publishing (graphic design) for a fee of \$90.00 per hour. Document formats that LP supports include Microsoft Office® (Word, Excel, PowerPoint), PDF, EPS, Image files (jpeg, tiff), and Adobe® InDesign®. Total charges may vary depending on the length of the assignment.

Website Globalization

LP will provide website translation services according to the complete list of languages available (following page). LP will accept website text by URL, fax, email or postal mail. Text will be returned in Word format. It is the River Delta Unified's responsibility to take returned translation from Word into the actual website, or to agree to extra charges for LP to arrange text for them on the web.

A minimum charge per project of \$100.00 applies if word count does not equal this minimum charge. Rush fees apply to all website text projects requiring less than five business day return time; rush fees are an additional 30% of the project total. LP can provide services such as formatting and uploading for a fee of \$90.00 per hour; total charges may vary depending on the length of assignment.

Notice and Cancellation Policy

Any project for written translation given to LP will be charged in full as translation begins immediately upon receipt of documents unless document is submitted as a quote request.

Customer Support

Our office is available to you 28-hours a day, 7 days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

**We return all documents in Word 2007 format to support all River Delta Unified's technology & file format needs, unless otherwise requested.*



Written Translation Language Price List

Language	¢ per word	Language	¢ per word	Language	¢ per word
Afghani	28	Georgian	26	Romanian	28
Albanian	26	German	26	Russian	28
Amharic	28	Greek	28	Samoan	30
Anar Dari	30	Gujarati	28	Scandinavian	26
Arabic	28	Hakka	30	Serbo-Croatian	26
Aramaic	32	Hausa	32	Shanghai	26
Arbresh	32	Hebrew	32	Sindhi	32
Armenian	28	Hindi	28	Slavic	28
ASL	N/A	Hmong	32	Slovak	28
Assyrian	30	Hungarian	28	Somali	26
Bahasa	32	Ilocano	28	Spanish	26
Bengali	32	Indonesian	28	Swahili	30
Berber	32	Italian	28	Swedish	28
Bosnian	32	Japanese	32	Swiss	28
Bulgarian	28	Khmer (Cambodian)	32	Tagalog	28
Burmese (Myanmar)	34	Khmu	32	Tahitian	32
Catalan	30	Korean	34	Taiwanese	28
Chamorro	30	Kurdish	30	Tamil	30
Chinese (Simplified)	28	Laotian	32	Telugu	32
Chinese (Traditional)	28	Latvian	32	Thai	30
Croatian	28	Lithuanian	28	Tibetan	32
Czech	28	Malay	32	Tigrinya	28
Danish	28	Maltese	32	Toishanese	32
Dari	28	Marathi	32	Tongan	32
Dutch	28	Mien	32	Turkish	26
Estonian	28	Mongolian	32	Ukrainian	26
Ethiopian	28	Nepali	32	Urdu	28
Farsi	28	Nigerian	30	Uzbek	30
Fijian Hindi	32	Oromo	32	Vietnamese	32
Finnish	26	Pampangan	32	Visayan	30
Flemish	26	Pashto	28	Wu	32
French	26	Polish	26	Yiddish	26
French Canadian	26	Portuguese	26	Yogad	32
Fukienese	30	Punjabi	28	Yoruba	32

If you don't see the language you need, please contact LP.

Prices effective Jan. 2020

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.8

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

SUBJECT:

Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Northern CA Preparatory School) for the 2023-2024 School Year.

BACKGROUND:

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

STATUS:

This is a renewal contract. The 2022-2023 contract was \$45,000. The 2023-2024 contract is not to exceed \$45,000

PRESENTER: Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$45,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board approves the General Agreement for Nonpublic, Nonsectarian School/Agency (Northern CA Preparatory School) for the 2023-2024 school year.

Time allocated: 2 minutes



SACRAMENTO COUNTY SELPA

SUPPORTING THE FOLLOWING LEAS:

*ARCOHE, CENTER, ELVERTA, GALT ELEMENTARY, GALT HIGH SCHOOL, NATOMAS
CHARTER SCHOOL, RIVER DELTA, ROBLA*

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

SACRAMENTO COUNTY SELPA

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2023-2024

Nonpublic School ("NPS")

Nonpublic Agency ("NPA")

Type of Contract:

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

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

Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.
Expiration Date: _____

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

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2023-2024

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Northern California Preparatory School (NCPS)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between [redacted], hereinafter referred to as the local educational agency ("LEA") and NCPS (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). Twin Rivers Unified School District is the only LEA in Twin Rivers SELPA (hereinafter referred to as "SELPA"). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification

or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting ("IAES") is

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

Exhibit B includes the ISA form.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;

records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the

standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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

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

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

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

D. Sexual Abuse and Molestation Insurance

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) per occurrence.

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

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

F. For all Insurance Coverage in Part I:

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

G. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary

despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports,

and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP

team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

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

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

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California (“ELPAC”), and Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

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

CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports ("BERs"). CONTRACTOR shall inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to a LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. 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 pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained 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 pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

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

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

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

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's Parent quarterly.

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

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

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

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

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all Parent travel and

accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes

occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

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

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

47. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's Parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's Parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and Parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal

requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

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

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

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding

payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision

of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student’s IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

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

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

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

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

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

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’s NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student’s ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement

for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students. CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.
- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full

instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

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

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

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

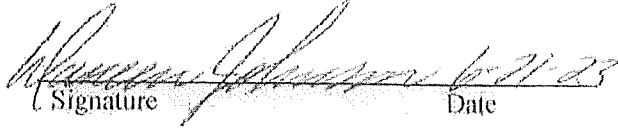
The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR
Northern CA Preparatory School

LEA

Nonpublic School/Agency

By:


(Signature) Date

By:

Signature

Date

By:

Daneen Johnson - Director
Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:
Daneen Johnson - Director

Notices to LEA shall be addressed to:

Name and Title
Northern CA Preparatory School

Name and Title

Nonpublic School/Agency/Related Service Provider
6046 Lemon Hill Avenue

LEA

Address
Sacramento, CA 95824

Address

City State Zip
916-383-6222 / 916-383-6221

City State Zip

Phone Fax
djohnson@ncpsschool.com

Phone Fax

Email* (*Required)

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State
Zip

Phone Fax

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Northern CA Preparatory School
 The CONTRACTOR CDS NUMBER: 34 67439 7085590

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate: \$218.00
- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u> <small>Type text here</small>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$30.30</u>	<u>per hour</u>
<u>Language and Speech (415)</u>	<u>\$124.45</u>	<u>per hour</u>
<u>Adapted Physical Education (425)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services (436)</u>	<u>_____</u>	<u>_____</u>
<u>Assistive Technology Services (445)</u>	<u>_____</u>	<u>_____</u>
<u>Occupational Therapy (450)</u>	<u>_____</u>	<u>_____</u>
<u>Physical Therapy (460)</u>	<u>_____</u>	<u>_____</u>
<u>Individual Counseling (510)</u>	<u>\$100.00</u>	<u>per hour</u>
<u>Counseling and Guidance (515)</u>	<u>\$100.00</u>	<u>per hour</u>
<u>Parent Counseling (520)</u>	<u>\$100.00</u>	<u>per hour</u>
<u>Social Work Services (525)</u>	<u>_____</u>	<u>_____</u>
<u>Psychological Services (530)</u>	<u>_____</u>	<u>_____</u>
<u>Behavior Intervention Services (535)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>_____</u>	<u>_____</u>
<u>Interpreter Services (715)</u>	<u>_____</u>	<u>_____</u>
<u>Audiological Services (720)</u>	<u>_____</u>	<u>_____</u>

Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Transportation	\$59.52	daily
Other (900) Speech & Language Assessments	\$450.00	per assessment
Other (900) Functional Behavior Assessments	\$500.00	per assessment
Other (900) Therapeutic Services	\$100.00	per hour
Other (900)		

EXHIBIT B: 2023-2024 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ ()
(Residence) (Business)

Address _____ City _____ State/Zip _____
(if different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)			Type text here				
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting _____ Quarterly _____ Monthly _____ Other
Requirements: _____ (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature) _____ (Date)

(Signature) _____ (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.9

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

SUBJECT:

Request to Approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Education Depot Park) for the 2023-2024 School Year.

BACKGROUND:

There are students within our district that require programs and services unique to their needs. The IEP team determined Point Quest Education Depot Park to be the least restrictive environment to meet these student's needs.

STATUS:

The 2022-2023 contract was not to exceed \$54,000. The 2023-2024 contract is not to exceed \$100,000.

PRESENTER: Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$100,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approves the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Education Depot Park) for the 2023-2024 school year.

Time allocated: 2 minutes



SACRAMENTO COUNTY SELPA

SUPPORTING THE FOLLOWING LEAS:

*ARCOHE, CENTER, ELVERTA, GALT ELEMENTARY, GALT HIGH SCHOOL, NATOMAS
CHARTER SCHOOL, RIVER DELTA, ROBLA*

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

SACRAMENTO COUNTY SELPA

2023-2024

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

LEA

Contract Year 2023-2024

- Nonpublic School ("NPS")
 Nonpublic Agency ("NPA")

Type of Contract:

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

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

Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.
Expiration Date: _____

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

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2023-2024

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest Education Depot Park

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between [redacted], hereinafter referred to as the local educational agency ("LEA") and Point Quest Education Depot Park (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification

or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting ("IAES") is

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

Exhibit B includes the ISA form.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;

records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the

standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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

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

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

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

D. Sexual Abuse and Molestation Insurance

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) per occurrence.

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

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

F. For all Insurance Coverage in Part I:

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

G. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary

despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports,

and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP

team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

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

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

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California (“ELPAC”), and Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

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

CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports (“BERs”). CONTRACTOR shall inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR’s employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to a LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR’s implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. 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 pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained 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 pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

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

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

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

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's Parent quarterly.

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

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

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

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

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all Parent travel and

accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes

occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

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

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

47. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's Parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's Parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and Parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal

requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

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

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

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding

payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision

of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student’s IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

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

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

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

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

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

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement

for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students. CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.
- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full

instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

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

When CONTRACTOR is a NPS associated with a RTC (“NPS/RTC”), Educationally Related Mental Health Services (“ERMHS”) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB (“ERMHS + Room and Board”). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

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


The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Point Quest Education Depot Park

 Nonpublic School/Agency

By:  07/05/2023

 Signature Date
 Sara Cervantes, VP, Program Quality

 Name and Title of Authorized Representative

By: _____
 Signature Date
 By: _____
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:
 Shee Thao, Director of Contracts & Credentialing

 Name and Title

Notices to LEA shall be addressed to:

 Name and Title

Point Quest Education Depot Park

 Nonpublic School/Agency/Related Service Provider

_____ LEA

9355 E Stockton Blvd, Suite 225

 Address
 Elk Grove, CA 95624

 City State Zip
 (916) 422-0571 (916) 306-8190

 Phone Fax
 sthao@pointquestgroup.com

 Email*(*Required)

_____ Address

 City State Zip

 Phone Fax

 Email

Additional LEA Notification
 (Required if Completed) Included

_____ Included
 Name and Title

 LEA

 Address

 City State

 Zip

 Phone Fax

 Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Point Quest Education Depot Park

The CONTRACTOR CDS NUMBER: 34-67439-7051394

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:14

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate: \$232.00
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: N/A
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$41.00</u>	<u>_____</u>
<u>Language and Speech (415)</u>	<u>\$125.00</u> <u>\$105 Consultation</u>	<u>_____</u>
<u>Adapted Physical Education (425)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services (436)</u>	<u>_____</u>	<u>_____</u>
<u>Assistive Technology Services (445)</u>	<u>_____</u>	<u>_____</u>
<u>Occupational Therapy (450)</u>	<u>\$125.00</u> <u>\$105 Consultation</u>	<u>_____</u>
<u>Physical Therapy (460)</u>	<u>_____</u>	<u>_____</u>
<u>Individual Counseling (510)</u>	<u>Included</u>	<u>_____</u>
<u>Counseling and Guidance (515)</u>	<u>Included</u>	<u>_____</u>
<u>Parent Counseling (520)</u>	<u>_____</u>	<u>_____</u>
<u>Social Work Services (525)</u>	<u>_____</u>	<u>_____</u>
<u>Psychological Services (530)</u>	<u>_____</u>	<u>_____</u>
<u>Behavior Intervention Services (535)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>_____</u>	<u>_____</u>
<u>Interpreter Services (715)</u>	<u>_____</u>	<u>_____</u>
<u>Audiological Services (720)</u>	<u>_____</u>	<u>_____</u>

Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Transportation	\$81.00	Daily/Round-Trip
Other (900)		

EXHIBIT B: 2023-2024 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Tracy Barbieri, Director of Special Education

Item Number: 10.12

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

SUBJECT:

Request to Approve the 2023-2024 General Agreement for Nonpublic, Nonsectarian School/Agency (Soliant Health,LLC) to Provide Behavior Therapy Services for District Students.

BACKGROUND:

Soliant Health, LLC is a leading national provider of healthcare jobs and staffing services. They provide well-trained, highly skilled Registered Behavior Technicians (RBT), Behavior Aides and Board-Certified Behavior Analysts (BCBA) for River Delta Unified School District students.

STATUS:

The 2022-2023 contract was \$406,000. The 2023-2024 contract is not to exceed \$470,000.

PRESENTER: Tracy Barbieri, Director of Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Cost not to exceed \$470,000 paid by Special Education Funds.

RECOMMENDATION:

That the Board Approve the 2023-2024 General Agreement for Nonpublic, Nonsectarian School/Agency (Soliant Health,LLC) to Provide Behavior Therapy Services for District Students.

Time allocated: 2 minutes



SACRAMENTO COUNTY SELPA

SUPPORTING THE FOLLOWING LEAS:

*ARCOHE, CENTER, ELVERTA, GALT ELEMENTARY, GALT HIGH SCHOOL, NATOMAS
CHARTER SCHOOL, RIVER DELTA, ROBLA*

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

SACRAMENTO COUNTY SELPA

2023-2024

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

LEA

Contract Year 2023-2024

<input type="checkbox"/>	Nonpublic School ("NPS")
<input checked="" type="checkbox"/>	Nonpublic Agency ("NPA")

Type of Contract:

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

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

Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.
Expiration Date: _____

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

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2023 -
2024

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Soliant Health

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between Soliant Health, hereinafter referred to as the local educational agency ("LEA") and (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code,

section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California

Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting (“IAES”) is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

Exhibit B includes the ISA form.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency (“NPS/A”) certified by the California Department of Education (“CDE”), and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established

for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency

reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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

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

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

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

- D. **Sexual Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) per occurrence.

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

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

- F. For all Insurance Coverage in Part I:

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

- G. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

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

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

\$3,000,000 per Occurrence

\$6,000,000 in General Aggregate.

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS,

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

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

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE

guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS:

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

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

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

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

When CONTRACTOR is a NPA:

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

shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California (“ELPAC”), and Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports ("BERs"). CONTRACTOR shall inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to a LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe

and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. 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 pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained 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 pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

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

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

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

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's Parent quarterly.

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

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

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

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

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all Parent travel and

accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes

occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

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

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

47. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's Parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's Parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and Parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal

requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

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

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

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding

payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract.. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision

of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student’s IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

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

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

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

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

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

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’s NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student’s ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement

for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students. CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.
- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full

instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

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

When CONTRACTOR is a NPS associated with a RTC (“NPS/RTC”), Educationally Related Mental Health Services (“ERMHS”) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB (“ERMHS + Room and Board”). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

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

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

Soliant Health, LLC

Baylie Green

@ _____

Baylie Green

Division Director

July 07, 2023 17:49 UTC

IP: 12.34.60.210

LEA

By: _____

Signature

Date

By: _____

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*(*Required)

Notices to LEA shall be addressed to:

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State

Zip

Phone Fax

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
 The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate:

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

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	\$85-115	_____
<u>Adapted Physical Education (425)</u>	\$85-95	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	\$65-95	_____
<u>Health and Nursing: Other Services (436)</u>	\$65-95	_____
<u>Assistive Technology Services (445)</u>	\$90-105	_____
<u>Occupational Therapy (450)</u>	\$80-110	_____
<u>Physical Therapy (460)</u>	\$95-110	_____
<u>Individual Counseling (510)</u>	\$105-110	_____
<u>Counseling and Guidance (515)</u>	\$105-110	_____
<u>Parent Counseling (520)</u>	\$105-110	_____
<u>Social Work Services (525)</u>	\$110-115	_____
<u>Psychological Services (530)</u>	\$120-130	_____
<u>Behavior Intervention Services (535)</u>	\$70-125	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	\$90-95	_____
<u>Interpreter Services (715)</u>	\$80-90	_____

Audiological Services (720)	\$100-110	
Specialized Vision Services (725)	\$105-120	
Orientation and Mobility (730)	\$90-100	
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Transportation		
Other (900)		

EXHIBIT B: 2023-2024 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
 (Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
 _____ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
 _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____
 = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other _____ (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Soliant Health, LLC

-LEA/SELPA-

Baylie Green

Baylie Green

Division Director

July 07, 2023 17:49 UTC

IP: 12.34.60.210

(Name of LEA/SELPA)

(Signature)

(Date)

(Name of Superintendent or Authorized Designee)

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Nancy Vielhauer, Asst. Superintendent of Educational Services

Item Number: 10.11

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

SUBJECT:

Request to Approve the Purchase of Houghton Mifflin Harcourt Math Expressions for K-5th grade students.

BACKGROUND:

The California Department of Education (CDE) releases subject frameworks every eight years and district's across the states use those frameworks to make their curriculum purchasing decisions. The math curriculum framework was delayed and not approved until July 12th of 2023. River Delta Unified School District (RDUSD) Curriculum Committee will review, pilot and adopt new math curriculum once publishers have created curriculum aligned to the new framework. This process can take as long as two years.

STATUS:

Houghton Mifflin Harcourt Math Expressions was approved and adopted by the River Delta Unified School District's Board in May of 2015 for the district's K-5th grade students. The purchase included an eight year subscription for consumable workbooks and online resources. The eight year subscription sunsetted at the end of the 2022-23 school year. In order to bridge the time between the end of the 2015 adoption curriculum and the next framework and adoption cycle RDUSD purchased a 3 year bridge to provide curriculum for math. This purchase was made before the SBE approved the next math framework on July 12th, 2023. Being that there was not a Board meeting in July, it necessary to purchase the textbooks prior to Board approval to have them prior to the start of the school year. The District is requesting that the Board approves the ratification of the purchase.

PRESENTER:

Nancy Vielhauer, Asst. Superintendent of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

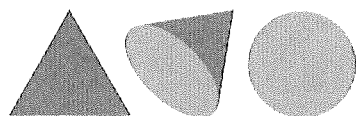
COST AND FUNDING SOURCES:

Not to exceed \$63,807.74 from Educational Services Funding.

RECOMMENDATION:

That the Board approves the ratification of the purchase of Houghton Mifflin Harcourt Math Expressions for K- 5th grade students.

Time allocated: 2 minutes



Houghton Mifflin Harcourt

Proposal #008658934

Prepared For

River Delta Unified Sch Dist

445 Montezuma St
Rio Vista CA 94571

Attention:

Nancy Vielhauer
nvielhauer@rdusd.org

For the Purchase of:

Math Expressions CA 2015 3YR

Prepared By
Jill Kenny
jill.kenny@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Nancy Vielhauer
nvielhauer@rdusd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for
River Delta Unified Sch Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade K					
Student Activity Books (Softcover)					
1604642	9780544504042 2015 California Math Expressions Student Activity Book Collection Softcover 3 Year Grade K	\$59.20	150	\$8,880.00	
Total for Student Activity Books (Softcover)		\$8,880.00			
Student Gratis					
1604636	9780544503724 California Math Expressions Online Student Activity Book Collection 3 Year Grade K	\$72.30			150
1602623	9780544482258 Go Math! SBAC Test Prep Student Edition 3 Year Print Grade K	\$25.55			150
1795932	9780358450054 California Math Expressions Homework and Remembering Collection 3 Year Print Grade K	\$61.10			150
Total for Student Gratis		\$0.00			
Teacher Gratis					
1604630	9780544503434 2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade K	\$837.05			4
Total for Teacher Gratis		\$0.00			
Total for Grade K		\$8,880.00			
Grade 1					
Student Activity Books (Softcover) w/Mathboards					
1604649	9780544503830 California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 1	\$59.20	100	\$5,920.00	
Total for Student Activity Books (Softcover) w/Mathboards		\$5,920.00			
Student Gratis					
1604637	9780544503731 California Math Expressions Online Student Activity Book Collection 3 Year Grade 1	\$72.30			100
1602624	9780544482272 Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 1	\$25.55			100
1795933	9780358450061 California Math Expressions Homework and Remembering Collection 3 Year Print Grade 1	\$61.10			100
Total for Student Gratis		\$0.00			
Teacher Gratis					
1604631	9780544503670 2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 1	\$837.05			4
Total for Teacher Gratis		\$0.00			
Send Check Payments to:		Attention:		Send Orders to:	
Houghton Mifflin Harcourt Publishing Company		Nancy Vielhauer		orders@hnhco.com	
14046 Collections Center Drive		nvielhauer@rduisd.org		FAX: 800-269-5232	
Chicago, IL 60693					
HMH Confidential and Proprietary					
008658934	Sold:0000324392	Ship:0000324392	Page 2 of 6	Please submit this form with your purchase order	

Proposal for River Delta Unified Sch Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Grade 1				\$5,920.00	
Grade 2					
Student Activity Books (Softcover) w/Mathboards					
1604650	9780544503151 California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 2	\$59.20	127	\$7,518.40	
Total for Student Activity Books (Softcover) w/Mathboards				\$7,518.40	
Student Gratis					
1604638	9780544503748 California Math Expressions Online Student Activity Book Collection 3 Year Grade 2	\$72.30			127
1602625	9780544482289 Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 2	\$25.55			127
1795934	9780358450078 California Math Expressions Homework and Remembering Collection 3 Year Print Grade 2	\$61.10			127
Total for Student Gratis				\$0.00	
Teacher Gratis					
1604632	9780544503687 2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 2	\$837.05			4
Total for Teacher Gratis				\$0.00	
Total for Grade 2				\$7,518.40	

Grade 3					
Student Activity Books (Softcover) w/Mathboards					
1604651	9780544503199 California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 3	\$59.20	111	\$6,571.20	
Total for Student Activity Books (Softcover) w/Mathboards				\$6,571.20	
Student Gratis					
1604639	9780544503762 California Math Expressions Online Student Activity Book Collection 3 Year Grade 3	\$72.30			111
1602626	9780544482296 Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 3	\$25.55			111
1795935	9780358450085 California Math Expressions Homework and Remembering Collection 3 Year Print Grade 3	\$61.10			111
Total for Student Gratis				\$0.00	
Teacher Gratis					
1604633	9780544503694 2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 3	\$837.05			4

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Nancy Vielhauer
nvielhauer@rdusd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

**Proposal for
River Delta Unified Sch Dist**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Teacher Gratis		\$0.00			
Total for Grade 3		\$6,571.20			
Grade 4					
Student Activity Books (Softcover) w/Mathboards					
1604652	9780544503847 California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 4	\$59.20	109	\$6,452.80	
Total for Student Activity Books (Softcover) w/Mathboards		\$6,452.80			
Student Gratis					
1604640	9780544503779 California Math Expressions Online Student Activity Book Collection 3 Year Grade 4	\$72.30			109
1602627	9780544482326 Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 4	\$25.55			109
1795936	9780358450092 California Math Expressions Homework and Remembering Collection 3 Year Print Grade 4	\$61.10			109
Total for Student Gratis		\$0.00			
Teacher Gratis					
1604634	9780544503700 2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 4	\$837.05			4
Total for Teacher Gratis		\$0.00			
Total for Grade 4		\$6,452.80			

Grade 5					
Student Activity Books (Softcover) w/Mathboards					
1604653	9780544503915 California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 5	\$59.20	105	\$6,216.00	
Total for Student Activity Books (Softcover) w/Mathboards		\$6,216.00			
Student Gratis					
1604641	9780544503793 California Math Expressions Online Student Activity Book Collection 3 Year Grade 5	\$72.45			105
1602628	9780544482333 Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 5	\$25.55			105
1795937	9780358450108 California Math Expressions Homework and Remembering Collection 3 Year Print Grade 5	\$61.10			105
Total for Student Gratis		\$0.00			

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**Proposal for
River Delta Unified Sch Dist**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Teacher Grats					
1604635 9780544503717	2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 5	\$837.05			4
Total for Teacher Grats		\$0.00			
<u>Total for Grade 5</u>		\$6,216.00			

<i>Total Savings:</i>	\$131,687.85
<i>Subtotal Purchase Amount:</i>	\$41,558.40
<i>Shipping & Handling:</i>	\$17,454.54
<i>Sales Tax:</i>	\$4,794.80
<i>Total Cost of Proposal (PO Amount):</i>	\$63,807.74

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.12

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

SUBJECT:

Donations or Receive and Acknowledge

Riverview Middle School

Lions Club of Rio Vista – Planners (\$976.50)

BACKGROUND:

Donations to Receive and Acknowledge:

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledge and approve the receipt of these donations

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 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 June 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 June 2023.

These Board Policies, Administrative Regulations and Exhibits will be submitted for a second and final reading and approval at the September 12, 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 June 2023.

Time allocated: 3 minutes

CSBA POLICY GUIDE SHEET June 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 0420.41 - Charter School Oversight

Policy updated to reflect that the Governing Board may deny a request for an expansion that constitutes a material revision to a charter if the request to expand operations is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate or the district is not in a position to absorb the fiscal impact of the proposed charter school, and to include a general reference to exemptions from the geographic boundary requirement that charter schools be located within the geographic boundaries of the authorizing district. Policy also updated to include that the district may charge the charter school for the actual costs of supervisory oversight up to one percent of the charter school's revenue if the district provides the charter school with facilities and charges the charter school a pro-rata share of the facilities costs. Additionally, policy updated to reference additional components that must be included in the procedures specified in the charter for when a charter school ceases operation.

Exhibit(1) 0420.41 - Charter School Oversight

Exhibit updated to include that admission preferences may not result in limited enrollment access for specified students and that mandatory parental volunteer hours may not be the basis of a preference or criterion for admission or continued enrollment, reflect **NEW LAW (AB 181, 2022)** which requires identified schools to complete and adopt an Individuals with Disabilities Act Addendum as part of the local control and accountability adoption and annual update, delete the requirement, based on changed guidance from the California Department of Education, to offer transitional kindergarten if the charter school offers a kindergarten program, add material regarding exemption for eligible students with disabilities from coursework and other requirements adopted by the charter school board that are in addition to the statewide course requirements, reflect **NEW LAW (AB 748, 2022)** which requires each school serving students in any of grade 6-12 to create and prominently display, as specified, a student mental health poster, and clarify that the charter school's policy on bullying and harassment be posted on the charter school's website.

Board Policy 1113 - District and School Websites

Policy updated to incorporate concepts from **NEW LAW (AB 2273, 2022)** which, although not necessarily applicable to districts, requires a business that provides an online service, product, or feature likely to be accessed by children to comply with specified requirements and provides good guidance for districts seeking to create a safe online space for students.

Exhibit(1) 1113 - District and School Websites

Exhibit updated to reflect that the California Department of Fair Employment and Housing is now named the Civil Rights Department, amend the title of one of the employment related posters for consistency with other sample policy materials, reflect **NEW LAW (SB 1479, 2022)** which requires the district to post on its website its COVID-19 testing plan, **NEW LAW (AB 185, 2022)** which requires the district to post on its website interim expenditure reports on the use of Learning Recovery Emergency Funds and **NEW LAW (AB 748, 2022)** which requires each school site serving students in any of grades 6-12 to have a digitized mental health poster that is distributed online to students through social media, web sites, portals, and learning platforms at the beginning of each school year.

Board Policy 4112.2 - Certification

Policy updated to reference that the Commission on Teacher Credentialing (CTC) has adopted regulations to implement statutory changes to the subject matter competence requirements, add, to the first philosophical paragraph, demonstration of competency in the subject matter to be taught to the attributes of certificated staff, provide that the Governing Board is required to adopt an annual resolution that it has made reasonable efforts to recruit a fully prepared teacher before hiring, in accordance with a specified hiring hierarchy, a candidate who is not fully credentialed, clarify that the Board's obligation to take action to approve a notice

of intent to employ a provisional internship permit does not require that the item be an action item, and add that the Declaration of Need specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits.

Administrative Regulation 4112.2 - Certification

Regulation updated to clarify that the district may charge a fee to persons being tested to cover the cost of developing, administering, and grading the district proficiency test, include administrative leave related to dismissal and suspension proceedings and military leave as types of leaves for which the Superintendent or designee may request the Commission on Teacher Credentialing (CTC) to issue a Teaching Permit for Statutory Leave, and add a new section "Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit" (ETK) which reflects **NEW LAW (AB 210, 2022)** authorizing the district to request a one-year early childhood education emergency specialist permit which allows the teaching of all subjects in a self-contained transitional kindergarten general education classroom. Regulation also updated to reference **NEW LAW (SB 1397, 2022)** which requires CTC, until July 1, 2024, to waive the basic skills proficiency requirement for the issuance of an emergency 30-day substitute permit and **NEW LAW (AB 1876, 2022)** which requires CTC to accept an alternative verification of substitute teaching as part of the requirements for initial issuance of an emergency career substitute teaching permit.

Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) homeless liaison services and training, (2) transfer of coursework and credits for highly mobile students, (3) training of volunteers in regard to the administration of emergency anti-seizure medication, and (4) nondiscrimination in the offering of career and technical education courses. Exhibit also updated to clarify that the notice regarding (1) potential exposure to COVID-19 remain posted for not less than 15 calendar days, (2) disability insurance rights and benefits be given upon employment and when the employee goes on leave for pregnancy or non-occupational sickness or injury, and (3) employees assigned to a work area in a laboratory setting be given, within 15 days after receiving a monitoring result related to an employee exposure determination, specified notices. Exhibit additionally updated for conforming changes.

Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to align the definition of "management employee" with code language and to reference **NEW LAW (SB 931, 2022)** which provides that any district found by the Public Employment Relations Board to be in violation of the prohibition against deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization, may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization. Policy also updated to specify that the Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization, add applicable number of days for compulsory interest arbitration related to access to new employee orientation, expand the material regarding district requirements for new employee orientations that are applicable until June 30, 2025, reference **NEW LAW (SB 1131, 2022)** which extends the Safe at Home address confidentiality program to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and clarify language regarding information that should not be disclosed when an employee submits a written request to keep specified information private.

Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave

Regulation updated to delete outdated material and to reflect **NEW LAW (AB 1041, 2022)** which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Administrative Regulation 4261.1 - Personal Illness/Injury Leave

Regulation updated to align language regarding miscarriage with analogous language in administrative regulation for certificated staff, delete outdated material, and reflect **NEW LAW (AB 1041, 2022)** which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves

Regulation updated to reflect **NEW LAW (AB 1949, 2022)** which requires a district to provide up to five days of bereavement leave to a qualified employee for the death of a family member, and provide clarifying language regarding the definitions of "family member" and "immediate family" and implications for bereavement leave. Regulation also updated to reference **NEW LAW (AB 1041, 2022)** which expands the definition of a family member for whom an eligible employee may take leave to care for to include a "designated person."

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

Regulation updated to reflect **NEW LAW (AB 1041, 2022)** which expands the definition of a family member for whom an eligible employee may take leave to care for to include a "designated person," provide that an employee may identify the designated person at the time of the employee's request for leave, and include that the district may limit an employee's use of CFRA leave to care for one designated person per 12-month period.

Board Policy 5117 - Interdistrict Attendance

Policy updated to reference **NEW LAW (AB 185, 2022)** which extends the school district of choice program to July 1, 2028, and to reflect **NEW LAW (SB 941 2022)** which authorizes a district to enter into an Instruction Collaboration Agreement with another local educational agency(ies) (LEA) to offer the same or similar courses and coursework to students from another LEA who have been impacted by teacher shortages, disruptions, or cancelations in science, technology, engineering, and mathematics classes, or dual language immersion programs.

Board Policy 5141.5 - Mental Health

Policy updated to expand the first philosophical paragraph and reflect the U.S. Surgeon General's **NEW GUIDANCE** regarding the importance of social connection and the impact of social media on health and well-being. Policy also updated to reflect **NEW LAW (SB 14, 2021)** which requires the California Department of Education (CDE) to recommend best practices and identify training programs to address student behavioral and mental health, including common psychiatric conditions and substance use disorders, safely deescalating crisis situations involving students with a behavioral health disorder, linking students with referrals, and providing instruction on how to maintain student privacy and confidentiality. Policy also updated to reflect that districts are required to notify students and parents/guardians twice a year about how to access mental health services, **NEW LAW (AB 748, 2022)** which requires each school site serving students in any of grades 6-12 to create a mental health poster, and **NEW LAW (AB 167, 2021)** which requires CDE to develop guidelines for the use of telehealth technology in schools.

Board Policy 5141.6 - School Health Services

Policy updated to expand the first philosophical paragraph to include the unique position of districts to increase health equity and the utilization of telehealth as a method to deliver health care services in schools. Policy also updated to provide for preventative programming and intervention strategies as types of health services to be provided by districts.

Administrative Regulation 5141.6 - School Health Services

Regulation updated to include behavioral health services in the list of school health services that the district may provide, and that the district may deliver health care services to students by way of telehealth technology. Regulation also updated to reflect Department of Healthcare Services Policy and Procedure Letters No. 21-017R and No. 23-004 which require districts to develop a plan to ensure that individuals with disabilities are able to effectively communicate and participate in the Medi-Cal program. Additionally, regulation updated to provide that a district may seek reimbursement from a student's health care service plan when the district provides services or arranges for the provision of services to a student for treatment of a mental health or substance use disorder.

Policy 5145.6 - Parent/Guardian Notifications

Policy updated to reflect Health Care Services Policy and Procedures letter No. 21-017R and No. 23-004 which require districts to develop a plan to meet alternative formatting requirements for individuals with disabilities to enable individuals with speech, vision, and hearing disabilities to effectively communicate and participate in the Medi-Cal program.

Exhibit(1) 5145.6 - Parent/Guardian Notifications

Exhibit updated to add parent/guardian notifications related to (1) the manner in which district-established graduation requirements and career and technical education courses satisfy college entrance A-G course criteria, (2) California's child access prevention laws and laws related to the safe storage of firearms, (3) transfer of coursework and credits for highly mobile student populations, (4) how to access mental health services at school and/or in the community, (5) the online distribution of a digitized mental health poster, (6) type 1 diabetes information, (7) the opportunity to submit written comments on the local control and accountability plan, (8) student's participation in state assessments and option to request an exemption from testing, (9) information related to the district's food service programs, (10) upcoming eye examinations at school site and option to opt-out of eye examinations, (11) potential eligibility for services or accommodations pursuant to Section 504 or an individualized education program, (12) limitations on disenrollment of a child in a preschool or child care program, including expulsion and suspension, including how to file an appeal in the event of expulsion or suspension, (13) program plan for maintaining a child's safe participation in a preschool or child care program when a child exhibits persistent and serious challenging behaviors, (14) receipt of a "Notice of Action, Recipient of Services," prior to suspending or expelling a child in a preschool program, (15) the provision of a suspension and expulsion notice, manifestation determination notice, involuntary transfer notice, and related information 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, (16) findings from an evaluation of participating in an independent study course when satisfactory education progress is not being met, (17) exemption from district-established graduation requirements for students with disabilities, (18) requirement to stock and make available an adequate supply of menstrual products free of cost, (19) posting of child care license, and (20) requirement to post rates, discounts and scholarship options at child care facilities. exhibit also updated for conforming changes.

Board Policy 5148 - Child Care and Development

Policy updated to reflect **NEW LAW (AB 210, 2022)** which (1) provides grant funding until June 30, 2027 for the purpose of increasing access to inclusive early care and education programs, (2) extends the date by which the California Department of Education and the California Department of Social Services (CDSS) are required to adopt implementing regulations related to early childhood development, and (3) specifies as one of the indicators for the implementation of quality child care and development programs that staff have the appropriate and required training, or any combination of qualifications, experience, or training. Policy also updated to delete material specific to COVID-19 and reflect a district's obligation to provide distance learning when a child care program is physically closed by a local or state public health order, reference that the Commission on Teacher Credentialing has adopted regulations pertaining to the prekindergarten-grade 3 early childhood education specialist credential that include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers, and reference **NEW LAW (AB 2827, 2022)** which requires CDSS to revise its regulations to permit children with disabilities to use outdoor play spaces simultaneously with children who do not have disabilities without having to first seek a regulatory waiver and to specify any health and safety requirements that are required to be met when simultaneous play occurs.

Administrative Regulation 5148 - Child Care and Development

Regulation updated to reference **NEW LAW (AB 2131, 2022)** which authorizes the California Department of Social Services (CDSS) to implement and administer the creation of a single child care center license through all-county or similar written instruction until regulations are adopted and to reflect **NEW LAW (AB 210, 2022)** which (1) specifies as one of the indicators for the implementation of quality child care and development program activities that meet the needs of dual language learners, and (2) provides that when eligibility for child care and development services are based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size, that calculation does not include foster care payments made on behalf of a child or guaranteed income payments. Regulation also updated to delete

outdated material regarding the requirement to test for lead contamination in drinking water for buildings constructed before January 1, 2010, reference **NEW LAW (AB 185, 2022)** which requires CDSS to adopt regulations regarding the exclusion from family income of foster care payments made on behalf of a child or income guaranteed income payments, as described above, and reflect **NEW LAW (SB 1047, 2022)** which (1) extends eligibility for child care and development programs to families in which a member of the family has been certified as eligible to receive benefits from specified means tested government programs and that priority for enrollment must be based on the income declared on the application of the government program, and (2) provides that upon establishing initial eligibility or ongoing ability for child care and development services, a family is considered to meet eligibility and need requirements for services for not less than 24 months before having eligibility or need recertified, unless an exceptions exists. In addition, regulation updated to reflect **NEW LAW (AB 321, 2022)** which provides that in the second priority category for enrollment, when there are two or more families with the same income ranking, children who reside in homes in which the primary language is not English are required to be admitted first, add material regarding a family establishing eligibility for child care and development services on the basis of receiving services under a CalWORKs Stage 1,2, or 3 program since this differs from the 24 month eligibility period as described above, delete material applicable only to the 2021-22 school year, add that licensed child care centers are required to post their rates, and discounts or scholarship policies, if any, in a prominent location adjacent to the license at the child care facility, add a new section entitled "Expulsion/Unenrollment and Suspension Based on Behavior" which reflects **NEW LAW (AB 2806, 2022)** establishing requirements for expulsion, unenrollment, or suspension of a child from a child care and development program and reflects a joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services in regard to ensuring that children with disabilities are not suspended or expelled because of disability-related behaviors. Additionally, regulation updated to more closely align with law the order of disenrollment when necessary due to a reduction in state reimbursements, delete material related to the personal belief exemption as this exemption no longer exists, clarify that medical exemptions are required to specify how long the exemption is expected to be needed and that it may not extend beyond the current grade span, reflect **NEW LAW (AB 1797, 2022)** which requires child care centers to disclose specified immunization information to local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, clarify that verification of an excused absence be signed by the district's authorized representative if verification is made by telephone, include procedures districts are required to follow when a child has been absent and the family has not been in communication with the district's child care and development services program coordinator or site supervisor for seven consecutive calendar days, specify that any appeal from a hearing requested by a parent/guardian regarding a Notice of Action be appealed to the Child Development Division, and add a new section entitled "Coordinating Transitions" which includes material regarding the district's obligations when a child in the district's child care and development program transfers to a local public school and reflects **NEW LAW (SB 188, 2022)** which requires districts to designate a main point of contact for coordinating and completing the transition of a child and family from Part C of the Individuals with Disabilities Education Act (IDEA), infant/toddler programs, to Part B of IDEA, preschool.

Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities

Policy updated to reflect **NEW LAW (AB 181, 2022)** which (1) requires districts to exempt an eligible student with a disability from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such student a high school diploma, and (2) provides that any such exempted student is eligible to participate in any graduation ceremony and school activity in which a student of similar age without a disability would be eligible to participate.

Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Policy updated to reflect a 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 placed in nonpublic schools.

NEW - Board Policy 6173.4 - Education for American Indian Students

New policy addresses legal implications and best practices for the education of American Indian students, including a philosophical statement which recognizes the unique cultural, language, and educational needs of Indian students and the ways those needs may be addressed, the importance of culturally relevant

curriculum for all students related to local American Indian tribes, and the practice of implementing strategies necessary for the improvement of the academic achievement of American Indian students. Policy also provides for the involvement of a California Indian Education Task Force as encouraged by **NEW LAW (AB 1703, 2022)**, the identification of and related supports for American Indian students most at-risk of not meeting state academic standards, the additional protections for American Indian students prior to an involuntary transfer to a suspension, expulsion, assignment to a supervised suspension classroom, or involuntary transfer to a continuation school in accordance with **NEW LAW (AB 740, 2022)**, the provision of programs to facilitate the successful transition of American Indian students to post-secondary education and employment, professional development to assist those working with students regarding the unique needs of American Indian students, and annual reporting to the Governing Board regarding the outcomes of American Indian students. Additionally, policy includes a section entitled, "Title VI Indian Education Program," with material moved from deleted Administrative Regulation 6173.4 - Title VI Indian Education Program, and reflects major requirements for districts that receive Title VI Indian education funding.

DELETE - Administrative Regulation 6173.4 - Title VI Indian Education Program

Regulation deleted as unnecessary with material moved to new Board Policy 6173.4 - Education for American Indian Students.

Board Policy 6174 - Education for English Learners

Policy updated to remove outdated material and reflect **NEW LAW (SB 941, 2022)** which permits a district to enter into an instruction collaboration agreement with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations to science, technology, engineering, and mathematics classes, or dual language immersion programs.

Administrative Regulation 6174 - Education for English Learners

Regulation updated to remove outdated material and reflect updated information from the California Department of Education's (CDE) English Learner Federal Program Monitoring 2022-23 Instrument, CDE's Reclassification Criteria website, and letters from CDE which provide updated reclassification guidance regarding the criteria used to determine whether an English learner should be reclassified, including a review of the student's curriculum mastery and academic performance, the provision of an interpreter for parents/guardians, when necessary, as part of the parent/guardian involvement, comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. Regulation also updated to include that the four years of post-reclassification monitoring should be utilized to ensure that students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. Additionally, regulation updated to clarify that the LCAP advisory committee provides input regarding exiting language acquisition programs and the possible establishment of other programs.

Board Bylaw 9322 - Agenda/Meeting Materials

Bylaw updated to move material regarding public comments to be with content related language, amend language to be more closely aligned with code language, add material regarding the means for in-person and remote public comments, reflect **NEW LAW (AB 2449, 2022)**, which requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation to board meetings for individuals with disabilities. Bylaw also updated to provide that each agenda for a regular meeting is required to list the address designated by the Superintendent or designee for public inspection of documents related to records of a statement threatening litigation against the district to be discussed in closed session, in addition to documents related to open session, when such documents have been distributed to the Governing Board less than 72 hours before a Board meeting, clarify that the Board president and Superintendent decide when an item is placed on the agenda, include that public records under the Public Records Act and which relate to an agenda item which contain a claim or written threat of litigation which will be discussed in closed session are required to be made available to the public, in addition to documents

which relate to an agenda item scheduled for the open session of a regular meeting, and **NEW LAW (AB 2647, 2022)** which clarifies how districts can, without opening their offices after normal business hours, comply with the portion of the Brown Act that requires writings or documents distributed to a majority of a local legislative body less than 72 hours before a meeting to also be distributed to the public.

Policy 0420.41: Charter School Oversight

Status: ADOPTED

Original Adopted Date: 10/01/2013 | Last Revised Date: 06/01/2022~~2023~~ | Last Reviewed Date: 06/01/2022~~2023~~

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

Pursuant to Education Code 47605, if the State Board of Education (SBE) approves a petition upon appeal after the Board and County Board of Education have denied the petition, SBE is required to designate, in consultation with the petitioner, either the Board or the County Board as the chartering authority.

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

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

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

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

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

designate its charter school contact, appointed pursuant to Education Code 47604.32, to attend meetings of the charter school board.

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

Waivers

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

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

Provision of District Services

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

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

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

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

Material Revisions to Charter

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

The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.

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

CSBA NOTE: The Board shall have the authority Pursuant to determine whether Education Code 47607, a district may deny a proposed change in expansion of an existing charter school operations constitutes constituting a material revision on the basis of community impact and/or fiscal impact of the approved proposed material revision, as described below. If a finding is made that, due to any of the conditions specified below, the district is not positioned to absorb the fiscal impact of the proposed expansion, the charter school requesting the expansion is subject to a rebuttable presumption of denial of the request for expansion.

Pursuant to Education Code 47605, the Board may deny a request to expand operations if it finds that the proposed expansion would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following:

1. The fiscal impact of the proposed expansion on the district
2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings
3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served

Additionally, pursuant to Education Code 47605, the Board may deny a request to expand charter school operations if it finds that the district is not positioned to absorb the fiscal impact of the proposed charter school expansion. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent of Schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, or if the district has a negative interim certification pursuant to Education Code 42131, or is under state receivership.

Location of Charter Schools

CSBA NOTE: Education Code 47605 and 47605.1 establish geographic and site requirements for charter schools. Pursuant to Education Code 47605, a charter school must be located within the geographic boundaries of the authorizing district. However, Education Code 47605 permits the location of some charter schools outside of the authorizing district's boundaries under specified conditions. For example, a charter school in operation before October 1, 2019, on a federally recognized California Indian tribe is exempted from the geographic restrictions of Education Code 47605.1. For information about geographic and site requirements for new charter schools, see AR 0420.4 – Charter School Authorization.

Except when permitted to operate outside district boundaries pursuant to Education Code 47605 and 47605.1, a charter school shall be located within district boundaries. (Education Code 47605.1)

Monitoring Charter School Performance

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

Any charter school authorized by the Board shall be monitored by the Superintendent or designee to determine whether the charter school complies with all legal requirements applicable to charter schools, including all reports required of charter schools by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.

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

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

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

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

Fees/Charges for Supervisorial Oversight

CSBA NOTE: Education Code 47613 authorizes the district to charge the charter school, within specified limits, for the costs of supervisorial oversight of the school. Education Code 47613 provides that the costs of supervisorial oversight include, but are not limited to, costs incurred for technical assistance or intervention pursuant to Education Code 47607.3; see the section "Technical Assistance/Intervention" below. CSBA's publication, "Charter Schools: A Guide for Governance Teams," suggests that supervisorial oversight activities also might include site visits and site visit protocols, development of memorandums of understanding, reviews of performance data and financial reports, review of governance procedures, monitoring of teacher credentialing and assignments, facilities compliance, and legal auditing.

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

1. Actual costs up to one percent of the charter school's revenue if
2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities
1. If the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities cost costs calculated pursuant to 5 CCR 11969.7, the district may only charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue.
2. ~~Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities~~
3. 3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

Technical Assistance/Intervention

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

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

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

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

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

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school. ([Education Code 47607](#), [47607.2](#))

Complaints

CSBA NOTE: Pursuant to Education Code 52075, charter schools are required to establish policies and procedures for addressing complaints of noncompliance with Education Code 47606.5 (annual update of school goals, actions, and related expenditures) or 47607.3 (technical assistance or

intervention based on the school's failure to improve student outcomes). See AR 1312.3 - Uniform Complaint Procedures for applicable procedures.

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

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

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

School Closure

CSBA NOTE: The following optional section may be revised to reflect district practice. Pursuant to Education Code 47605, procedures to be followed in the event a charter school ceases operation for any reason must be specified in the charter; see AR 0420.4 - Charter School Authorization. 5 CCR 11962 lists components that must be included in these procedures, including (1) designation of a responsible entity to conduct closure-related activities; (2) notifications to specified persons and entities; (3) provision of information about students' grade level, course completion, and district of residence; (4) transfer and maintenance of student and personnel records; (5) completion of an independent final audit; ~~and~~ (6) disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed; (7) completion and filing of any annual reports required pursuant to Education Code 47604.33; and (8) identification of funding for the activities identified in Items #1-7.

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

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

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason. Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
Bus. And Prof. Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
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 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on web site website
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act

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

Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48913.5	Suspended students; homework assignments
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49005-49006.4	Seclusion and restraint
<u>Ed. Code 49010</u>	<u>Pupil fees</u>
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Definitions; directory information
Ed. Code 49062.5	Student records; name or gender change
Ed. Code 49070	Challenging student records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
<u>Ed. Code 49428.5</u>	<u>Employment of medical personnel</u>
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Prohibition of advertisement of non-nutritious foods
Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49501.5	Free breakfast and lunch to all students
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564	Meals for needy students
Ed. Code 49564.3	Provision of federal universal meal service
Ed. Code 49700-49701	Education of children of military families

Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51225.7-51225.8	Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application
Ed. Code 51413	Diploma of graduation without passage of high school exit examination
Ed. Code 51744-51749.6	Independent study
Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 56026	Special education
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
<u>Ed. Code 56521.1-56521.2</u>	<u>Emergency Interventions</u>
Ed. Code 60600-60648.5	Assessment of academic achievement
Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils
Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000 - 7930.170 <u>215</u>	California Public Records Act

Gov. Code 81000-91014	Political Reform Act of 1974
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
Lab. Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.78	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
Management Resources	Description
Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
<u>Attorney General Opinion</u>	<u>79 Ops.Cal.Atty.Gen. 155 (1996)</u>
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
CA Department of Education Publication	California School Accounting Manual
CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School; (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
<u>California Department of Education Publication</u>	<u>Model Youth Suicide Prevention Policy</u> <u>(https://www.cde.ca.gov/ls/mh/documents/modelpolicy.docx)</u>
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999

Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2021
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture
Website	National Suicide Prevention Lifeline
Website	National Domestic Violence Hotline
Website	California State Teachers Retirement System
Website	California Public Employees Retirement System
Website	California Department of General Services, Office of Administrative Hearings
Website	California Commission on Teacher Credentialing
Website	California Commission on Peace Officer Standards and Training
Website	California Bureau of Security and Investigative Services
Website	California Department of Pesticide Regulation
Website	California State Controller
Website	California Student Aid Commission
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	California Interscholastic Federation
Website	California Office of the Attorney General
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0460	Local Control And Accountability Plan
0460	Local Control And Accountability 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
1431	Waivers
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	Charter School Facilities
7160	Charter School Facilities

Exhibit 0420.41-E(1): Charter School Oversight

Status: ADOPTED

Original Adopted Date: 07/01/2017 | Last Revised Date: 06/01/2022~~2023~~ | Last Reviewed
Date: 06/01/2022~~2023~~

REQUIREMENTS FOR CHARTER SCHOOLS

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

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

Governance

1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code ~~6250-6270~~7920.000- 7930.215), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)
2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)
3. The charter school's executive director or any of the charter school's employees shall not serve as a member of the county board of education in the county where the charter school is located (Education Code 1006; Government Code 1099)

Operations

4. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education

Code 47604)

5. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

Admission/Enrollment

6. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
7. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

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

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

8. Serve students with disabilities in the same manner as such students are served in other district schools (Education Code 47646, 56145)
9. Admit all students who wish to attend the charter school, according to the following criteria and procedures:
 - a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area. (Education Code 47605)

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

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

47614.5: (Education Code 47605)

- c. Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law. (~~Education Code 47605~~)
Preferences shall not result in limited enrollment access for students with disabilities, academically low-achieving students, English learners, neglected or delinquent students, students experiencing homelessness, foster youth, students who are economically disadvantaged, or on the basis of nationality, race, ethnicity, or sexual orientation. Mandatory parental volunteer hours shall not be the basis of a preference or a criterion for admission or continued enrollment. (Education Code 47605)
10. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, ~~homeless~~experiencing homelessness, economically disadvantaged, or a foster youth. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on its ~~web site~~website the California Department of Education's (CDE) notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605)
11. Comply with the requirements of Education Code 48850-48859 regarding enrollment, identification, and placement of ~~homeless children~~students experiencing homelessness and unaccompanied youth (Education Code 48850, 48851, 48852.5, 48852.6; 42 USC 11431-11435)
12. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
13. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

Nondiscrimination

14. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
15. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7
16. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school ~~web site~~website or on the ~~web site~~website of the charter operator (Education Code

221.61)

17. If the charter school offers competitive athletics, annually post on the school's ~~web site~~[website](#) or on the ~~web site~~[website](#) of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)
18. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)
19. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

Tuition and Fees

20. Not charge tuition (Education Code 47605)

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

21. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools ([Education Code 49010, 49011](#))

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

School Plans [School Plans](#)

[CSBA NOTE: Pursuant to Education Code 52064.3, as added by AB 181 \(Ch. 52, Statutes of 2022\), by January 31, 2025, charter schools that are identified by CDE as needing an improvement plan pursuant to 34 CFR 300.600-300.647 are required to complete an Individuals with Disabilities Education Act Addendum adopted by SBE relating to improvements in services for students with disabilities. See BP 0460 - Local Control and Accountability Plan for more information.](#)

22. Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, after holding a public hearing, consulting with specified stakeholders, and using the

template adopted by the State Board of Education (SBE). As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians and as appropriate, an Individuals with Disabilities Education Act Addendum, based on the ~~template~~templates developed by the SBE. (Education Code 47604.33, 47606.5, 52064, 52064.1, 52064.3)

23. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)
24. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)
25. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

Curriculum and Instruction

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

26. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)
- ~~27.~~ If the charter school offers a kindergarten program, also offer a transitional kindergarten (TK) program to students in accordance with Education Code 48000
- ~~28.~~27. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)
- ~~29.~~28. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school (Education Code 51931, 51934)

- ~~30.~~29. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources (Education Code 49381)
- ~~31.~~30. If the charter school serves students in middle or high school and offers one or more courses in health education, include in those courses instruction in mental health, as specified (Education Code 51925-51929)
- ~~32.~~31. If the charter school serves students in grade 12, comply with the requirements for student completion and submission of the Free Application for Federal Student Aid and California Dream Act Application (Education Code 51225.7, 51225.8)
- ~~33.~~32. If the charter school is planning to hold a college or career fair, the charter school shall notify each apprenticeship program in the same county as the charter school with the planned date, time, and location of the fair (Labor Code 3074.2)

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

- ~~34.~~ 33. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
- ~~35.~~ 34. Develop a plan for offering independent study to affected students pursuant to Education Code 46393 if the governing body of the charter school submits an affidavit pursuant to Education Code 46392 necessitated by an emergency condition that resulted in a school closure (Education Code 46392, 46393)
- ~~36.~~ 35. Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, ~~homeless~~ student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school (Education Code 51225.2)
- ~~37.~~ 36. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

Special Education

~~38.~~ 37. Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first. (Education Code 56040.3)

~~39.~~ 38. If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:

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

High School Graduation

~~41.~~ 39. Exempt a foster youth, homeless student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any of the charter school's graduation requirements that exceed state requirements, unless the charter school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)

40. In accordance with Education Code 51225.31, exempt an eligible student with disabilities from all coursework and other requirements adopted by the charter school board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma (Education Code 51225.31)

~~42.~~ 41. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)

~~43.~~ 42. Require students to meet the state minimum course requirements for graduation as specified in Education Code 51225.3, as well as any additional graduation requirements required by the governing body (Education Code 51225.3)

Student Expression

~~44.~~ 43. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)

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

~~45.44.~~ Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

Staffing

~~46.45.~~ Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) as required for the teacher's certificated assignment. Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate required. (Education Code 47605, 47605.4)

~~47.46.~~ If the charter school offers TK, require credentialed teachers first assigned to a TK class to meet one of three specified criteria establishing qualification for the position by August 1, 2023, and to maintain adult to student ratios as specified in Education Code 48000 (Education Code 48000)

~~48.47.~~ Review potential misassignments and vacant positions in the charter school, including data from CTC, respond to the County Superintendent of Schools when necessary to show that an employee is legally authorized for an assignment, and correct any misassignments if notified by the County Superintendent that an assignment is not legally authorized (Education Code 44258.9)

~~49.48.~~ Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who interacts with students outside of the immediate supervision and control of the student's parent/guardian or a school employee has a valid criminal records summary, unless an exception applies (Education Code 44830.1, 45122.1, 45125.1)

~~50.49.~~ Report to CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

~~51.50.~~ If the charter school chooses to make the state teachers' retirement plan and/or the public employees retirement system available to its employees, meet the requirements of Education Code 47611 (Education Code 47610)

~~52.51.~~ Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

~~53.52.~~ If the charter school employs security officers and/or security officers work on the charter school campus, provide the latest course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation

with the Commission on Peace Officer Standards and Training, as specified (Education Code 38001.5; Business and Professions Code 7583.45)

Parent/Guardian Involvement

- ~~54.~~53. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)
- ~~55.~~54. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)
- ~~56.~~55. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in the primary language (Education Code 48985)

Nutrition

- ~~57.~~56. Provide breakfast and/or lunch free of charge during each school day to students requesting a meal regardless of the student's free or reduced-price meal eligibility. If the charter school participates in the National School Lunch Program ([NSLP](#)) and School Breakfast Program ([SBP](#)) and is a ~~very~~ high poverty school, as defined, the charter school shall apply to operate a federal universal meal service provision, and upon approval, apply such service. (Education Code 49501.5, 49564.3)
- ~~58.~~57. ~~Not~~If the charter school participates in the NSLP or SBP, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

Student Health

- ~~59.~~58. Adopt a policy on suicide prevention, intervention, and postvention for grades 7-12, and an age-appropriate policy for grades K-6, and review the policy at least every five years (Education Code 215)

CSBA NOTE: Pursuant to Education Code 49428.5, as added by AB 748 (Ch. 431, Statutes of 2022), each school serving students in any of grades 6-12 is required to create a poster that identifies approaches and resources about student mental health, and prominently display such poster in public areas that are accessible to and commonly frequented by students at each school site. See 5141.5 – Mental Health

59. Each charter school that serves students in any of grades 6-12 shall create and prominently display an age appropriate and culturally relevant poster that identifies approaches and resources about student mental health. (Education Code 49428.5)
60. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5)

61. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)
62. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
63. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)
64. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)
65. If the charter school sponsors or hosts an on-campus event in or around a swimming pool that is not part of an interscholastic athletic program, provide for the presence of at least one adult with a valid certification of cardiopulmonary resuscitation training throughout the duration of the event (Education Code 35179.6)
66. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)
67. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

68. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevention [on the charter school's website](#), and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 234.6, 32283.5)
69. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code 231.5, 231.6)

70. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)
71. Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code 48901.1)
72. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code 47606.2, 48913.5)

Student and Parent/Guardian Records

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

Facilities

78. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
 - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

- b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
79. If the charter school serves students in any of grades 6-12, stock the school's restrooms at all times with an adequate supply of menstrual products available and accessible free of cost in all women's restrooms, all-gender restrooms, and in at least one men's restroom (Education Code 35292.6)

Finance

80. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code 47604.3)
81. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
82. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
83. Annually prepare and submit financial reports to the Board and the County Superintendent in accordance with the following reporting cycle:
- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
 - b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
 - c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
 - d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
 - e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)
84. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds, and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

Accountability

85. Annually adopt a school accountability report card (Education Code [33126](#), 47612; California Constitution, Article 16, Section 8.5)

85.

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
5 CCR 4600-4670	Uniform complaint procedures
Bus. Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
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 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on web site website
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5	Sexual harassment policy

Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
Ed. Code 35292.6	Stocking of menstrual products
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 38001.5	Training for security officers
Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Criminal record summary
Ed. Code 44258.9	Monitoring of teacher assignments
Ed. Code 44691	Information on detection of child abuse; annual training
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47600-47616.7	Charter Schools Act of 1992

Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010	Minimum age of admission (first grade)
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48913.5	Suspended students; homework assignments
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49010	Pupil fees
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Definitions; directory information
Ed. Code 49062.5	Student records; name or gender change
Ed. Code 49070	Challenging student records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
Ed. Code 49428.5	Employment of medical personnel
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Prohibition of advertisement of non-nutritious foods

Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49501.5	Free breakfast and lunch to all students
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564	Meals for needy students
Ed. Code 49564.3	Provision of federal universal meal service
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51225.7-51225.8	Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application
Ed. Code 51413	Diploma of graduation without passage of high school exit examination
Ed. Code 51744-51749.6	Independent study
Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 56026	Special education
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
<u>Ed. Code 56521.1-56521.2</u>	<u>Emergency Interventions</u>
Ed. Code 60600-60648.5	Assessment of academic achievement
Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs

Ed. Code 65000-65001	School site councils
Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000 - 7930.170 215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
Lab. Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.78	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
Management Resources	Description
Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	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)
<u>Attorney General Opinion</u>	<u>79 Ops.Cal.Atty.Gen. 155, 157 (1996)</u>
CA Department of Education Publication	California School Accounting Manual

CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
<u>California Department of Education Publication</u>	<u>Model Youth Suicide Prevention Policy (https://www.cde.ca.gov/ls/mh/documents/modelpolicy.docx)</u>
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2021
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture
Website	National Suicide Prevention Lifeline
Website	National Domestic Violence Hotline
Website	California State Teachers Retirement System
Website	California Public Employees Retirement System
Website	California Department of General Services, Office of Administrative Hearings
Website	California Commission on Teacher Credentialing
Website	California Commission on Peace Officer Standards and Training
Website	California Bureau of Security and Investigative Services
Website	California Department of Pesticide Regulation
Website	California State Controller
Website	California Student Aid Commission
Website	National Association of Charter School Authorizers

Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	California Interscholastic Federation
Website	California Office of the Attorney General
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0460	Local Control And Accountability Plan
0460	Local Control And Accountability 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
1431	Waivers
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	Charter School Facilities
7160	Charter School Facilities

Policy 1113: District And School Web Sites ~~Web Sites~~ Websites

Status: ADOPTED

Original Adopted Date: 07/01/2007 | Last Revised Date: ~~1006/01/2017~~ 2023 | Last Reviewed Date: ~~1006/01/2017~~ 2023

CSBA NOTE: The following optional policy is for use by districts that maintain their own ~~web site~~ website(s) and may be revised to reflect district practice. District strategies for effective use of ~~web sites~~ websites may be incorporated into the district's comprehensive communications plan; see BP 1100 - Communication with the Public.

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school ~~web sites~~ websites. The use of district and school ~~web sites~~ websites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

Design Standards

The Superintendent or designee shall establish design standards for district and school ~~web sites~~ websites in order to maintain a consistent identity, professional appearance, and ease of use.

CSBA NOTE: The following paragraph is optional. Pursuant to Civil Code 1798.99.28-1798.99.40, as added by AB 2273 (Ch. 320, Statutes of 2022), businesses that provide online services, products, or features that are likely to be accessed by children are required to prioritize the best interests of students in designing such products or features, to ensure that children are not exposed to harmful or potentially harmful content, contact, or conduct. Though this law is not necessarily applicable to districts, it is good guidance for districts seeking to create a safe online space for students.

District design standards shall require an evaluation of products, features, and content accessible to students on district and school websites to prevent access to harmful or potentially harmful material.

CSBA NOTE: Pursuant to Title II of the Americans with Disabilities Act (42 USC 12131-12134) and Section 504 of the Rehabilitation Act of 1973 (29 USC 705, 794; 34 CFR 104.1-104.39), districts have an obligation to provide an equal opportunity to individuals with disabilities to participate in and receive the benefits of the educational program, and must provide accommodations or modifications when necessary to ensure equal treatment. ~~Such obligations have been interpreted by the~~ The U.S. Department of Education's Office for Civil Rights (OCR) to June 2010 and May 2011 Dear Colleague Letters interpret that such obligations include the requirement that district ~~web sites~~ websites be accessible to individuals with disabilities. See the OCR's June 2010 and May 2011 Dear Colleague Letters. Thus, districts must consider the needs of individuals with disabilities and identify features that would enable such persons to access all the information on district and school web sites.

A U.S. Department of Justice technical assistance publication, "Accessibility of State and Local Government Websites to People with Disabilities," states that an agency with a web site website

that is otherwise inaccessible to individuals with disabilities may meet its legal obligations by providing an alternative accessible way for them to use the programs or services (e.g., a staffed telephone information line), but points out that these alternatives are unlikely to provide an equal degree of access in terms of hours of operation or range of options and programs available. See the accompanying administrative regulation for accessibility guidelines.

The district's design standards shall address the accessibility of district and school ~~web sites~~websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

Web Site Content

~~The Superintendent or designee shall develop content guidelines for district and school web sites and assign staff to review and approve content prior to posting.~~

Website Content

The Superintendent or designee shall develop content guidelines for district and school websites and assign staff to review and approve content prior to posting.

CSBA NOTE: The following optional paragraph ensures consistency of district policies regarding advertising and may be revised to reflect district practice.

Board policy pertaining to advertising in district and school publications, as specified in BP 1325 - Advertising and Promotion, shall also apply to advertising on district and school ~~web sites~~websites.

Privacy Rights

CSBA NOTE: Business and Professions Code 22580-22582 prohibit an operator of a ~~web site~~website from knowingly using, disclosing, compiling, or allowing a third party to use, disclose, or compile the personal information of a minor for the purpose of marketing or advertising specified types of products or services. Business and Professions Code 22584-22585 prohibit the operator of a ~~web site~~website that provides services to K-12 students from selling or disclosing specified student information or knowingly using that student information to engage in targeted advertising to students or parents/guardians or to amass a profile about a student. Business and Professions Code 22586, as added by AB 2799 (Ch. 620, Statutes of 2016), provides a similar prohibition for the operator of a ~~web site~~website used, designed, and marketed primarily for preschool or prekindergarten purposes from knowingly engaging in specified activities, including targeted advertising, selling, or disclosing a student's information, and using specified information to amass a profile about a student except in furtherance of preschool or prekindergarten purposes. See BP 5125 - Student Records for further information regarding protection of student information.

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school ~~web sites~~websites.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. The district should carefully consider whether to place personally identifiable information on district or school ~~web sites~~websites since release of such information may put individuals, including students, at risk and also may violate Education Code 49073 which prohibits disclosure of student

directory information to any private profit-making entity; see BP/AR/E 5125.1 - Release of Directory Information.

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school ~~web sites~~websites.

CSBA NOTE: The following options address the use of students' photographs on district or school ~~web sites~~websites. Option 1 is for use by districts that, pursuant to Education Code 49061 and 34 CFR 99.3, include photographs in the definition of directory information, as specified in AR 5125.1 - Release of Directory Information, and publish student photographs along with ~~their~~student names unless a parent/guardian requested in writing that no photographs of ~~their~~the child be released without ~~their~~ prior written consent. Option 2 is for use by districts that do not allow ~~students'~~student photographs to be published along with ~~their~~student names unless specific consent for such publication is received from the parent/guardian.

The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with his/her the student's name, may be published on district or school ~~web sites~~websites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

CSBA NOTE: The remainder of this policy is for use by all districts.

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district ~~web sites~~websites.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. It is recommended that districts not post employees' CSBA NOTE: Posting of Employees' home addresses, personal telephone numbers, or personal email addresses on district or school ~~web sites~~, in order to maintain employee privacy and safety. If such information is posted, employees should be informed that using a personal account or device to receive communications regarding district business does not categorically exclude these records from disclosure upon request under the California Public Records Act (Government Code 7920.000 - 7930.170), pursuant to the California Supreme Court's decision in *City of San Jose v. Superior Court*. websites is prohibited by law in certain circumstances in order to maintain employee privacy and safety. See BP 1340 - Access to District Records, AR 3580 - District Records, and BB 9012 - Board Member Electronic Communications.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school ~~web sites~~websites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school ~~web sites~~websites without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24 7928.205, 7920.535)

No public safety official shall be required to consent to the posting on the Internet of ~~his/her~~the public safety official's photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or ~~his/her~~the officer's family. (Government Code 3307.5)

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
Bus. <u>and Prof.</u> Code 22580-22582	Privacy Rights for California Minors in the Digital World <u>Privacy rights for California minors in the digital world</u>
Bus. <u>and Prof.</u> Code 22584-22585	Student Online Personal Information Protection Act
Bus. <u>and Prof.</u> Code 22586-22587	Early Learning Personal Information Protection Act
<u>Civ. Code 1798.99.31</u>	<u>California Age-Appropriate Design Code Act</u>
<u>Ed. Code 32096</u>	<u>COVID-19 testing in schools</u>
<u>Ed. Code 32526</u>	<u>COVID Emergency Appropriations for Education</u>
Ed. Code 35182.5	Contracts for advertising
Ed. Code 35258	Internet access to school accountability report cards
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts, or logos
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12950	California <u>Civil Rights</u> Department of Fair Employment and Housing posters
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 6254.21	Publishing addresses and telephone numbers of officials
Gov. Code 6254.24	Definition of public safety official

Gov. Code 7920.000 - 7930.170 215	California Public Records Act
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
Pub. Res. Code 21082.1	California Environmental Quality Act environmental review documents
Federal	Description
16 CFR 312.1-312.42 13	Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 705	Definitions; Vocational Rehabilitation Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.61	Nondiscrimination on the basis of disability
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming Rights in the Workplace
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee
CA Civil Rights Department Publication	Sexual Harassment
Court Decision	Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112
Court Decision	City of San Jose v. Superior Court, (2017) 2 Cal.5th 608
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Justice Publication	Accessibility of State and Local Government Websites to People with Disabilities, June 2003
U.S. DOE Office for Civil Rights Publication	Joint Dear Colleague Letter: Electronic Book Readers, June 29, 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter, May 26, 2011

Website	CSBA District and County Office of Education Legal Services
Website	Governor's Office of Planning and Research, The California Environmental Quality Act
Website	California Department of Education, Web Accessibility Standards
Website	California School Public Relations Association
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, December 2008

Cross References

Code	Description
0000	Vision
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures

1312.3-E(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
<u>3515</u>	<u>Campus Security</u>
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials

4161.8	Family Care And Medical Leave
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4232	Publication or Creation of Materials
4261.8	Family Care And Medical Leave
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication or Creation of Materials
4361.8	Family Care And Medical Leave
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5131.2	Bullying
5131.2	Bullying
6020	Parent Involvement
6020	Parent Involvement
6145.2	Athletic Competition
6145.2	Athletic Competition
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.4	Student Use Of Technology

6163.4-E(1)	Student Use Of Technology
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6190	Evaluation Of The Instructional Program
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
9012	Board Member Electronic Communications
9310	Board Policies
9320	Meetings And Notices
9322	Agenda/Meeting Materials

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

Status: ADOPTED

Original Adopted Date: 10/01/2020 | Last Revised Date: 06/01/20222023 | Last Reviewed Date: 06/01/20222023

MATERIALS REQUIRED TO BE POSTED ON DISTRICT ~~WEB SITE~~WEBSITE

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

Materials to Prominently Display

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

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

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

Other Postings

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

1. 1. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.

2. 2. The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.
3. 3. Training materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who ~~facilitate~~facilitates an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
4. 4. Contact information for the district's liaison(s) for homeless students and other persons as required by Education Code 48852.6, and information regarding the educational rights and resources available to persons experiencing homelessness (Education Code 48852.6). See AR 6173 - Education for Homeless Children.
5. 5. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's ~~web site~~website or, if the school does not have a ~~web site~~website, on the district's ~~web site~~website. See AR 6145.2 - Athletic Competition.
6. 6. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an existing interdistrict transfer permit may be revoked or rescinded (Education Code 46600.2). See AR 5117 - Interdistrict Transfer.
7. _____
7. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement
8. in Mathematics Courses.
8. The section(s) of the district's employee code of conduct addressing interactions with students (Education Code 44050). Post these. These section(s) or a link to them shall
9. be posted on each school's ~~web sites~~school's website or, if a school does not have its own ~~web site~~website, on the district's ~~web site~~website in a manner that is accessible to the public without a password. (Education Code 44050) See BP 4119.21/4219.21/4319.21 - _____

Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.

10. 9. The district's meal payment collection policy and procedures (U.S. Department of Agriculture (USDA) Memorandum SP 46-2016). See BP/AR 3551 - Food Services Operations/Cafeteria Fund.
11. 10. If the district includes information about the free and reduced-priced meal program on its ~~web site~~website, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (USDA FNS Instruction 113-1). For the required wording of the statement, see E(1) 3555 - Nutrition Program Compliance.
12. 11. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (~~Education Code 17611.5~~). Post The plan shall be posted on the school's ~~web site~~school's website or, if the school does not have a ~~web site~~website, then on the district's ~~web site~~. website. (Education Code 17611.5) See AR 3514.2 Integrated Pest Management.
13. 12. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed (Public Resources Code 21082.1, 21092, 21092.2).
14. 13. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.
15. 14. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.
16. 15. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's ~~web site~~.) website.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their ~~web sites~~websites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

CSBA NOTE: Pursuant to Education Code 32096, as added by SB 1479 (Ch. 850, Statutes of 2022), a district is required to publish its COVID-19 testing plan on the district website.

16. [The district's COVID-19 testing plan \(Education Code 32096\).](#)

[CSBA NOTE: Pursuant to Education Code 32526, as amended by AB 185 \(Ch. 571, Statutes of 2022,\) a district is required to make publicly available on its website interim expenditure reports on the use of Learning Recovery Emergency Funds by December 1, 2024 and December 1, 2027, and a final report on expenditures no later than December 1, 2029.](#)

17. [Using the template developed by CDE, the use of Learning Recovery Emergency Funds, with interim reports posted by December 1, 2024 and December 1, 2027, and a final report by December 1, 2029. \(Education Code 32526\)](#)

[CSBA NOTE: Pursuant to Education Code 49428.5, as added by AB 748 \(Ch. 431, Statutes of 2022\), each school site serving students in any of grades 6-12 is required to have a digitized mental health poster that is distributed online to students through social media, websites, portals, and learning platforms at the beginning of each school year.](#)

18. [An age appropriate and culturally relevant digitized poster that identifies approaches and shares resources about student mental health, distributed to students online at the beginning of each school year. \(Education Code 49428.5\)](#)

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
Bus. and Prof. Code 22580-22582	Privacy Rights for California Minors in the Digital World Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	Student Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Civ. Code 1798.99.31	California Age-Appropriate Design Code Act
Ed. Code 32096	COVID-19 testing in schools
Ed. Code 32526	COVID Emergency Appropriations for Education
Ed. Code 35182.5	Contracts for advertising
Ed. Code 35258	Internet access to school accountability report cards
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication

Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts, or logos
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12950	California Civil Rights Department of Fair Employment and Housing posters
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 6254.21	Publishing addresses and telephone numbers of officials
Gov. Code 6254.24	Definition of public safety official
Gov. Code 7920.000 - 7930.170 215	California Public Records Act
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
Pub. Res. Code 21082.1	California Environmental Quality Act environmental review documents
Federal	Description
16 CFR 312.1-312.12 13	Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 705	Definitions; Vocational Rehabilitation Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.61	Nondiscrimination on the basis of disability
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming Rights in the Workplace
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee
CA Civil Rights Department Publication	Sexual Harassment

Court Decision	Aaris v. Las Virgenes Unified School District; (1998) 64 Cal.App.4th 1112
Court Decision	City of San Jose v. Superior Court; (2017) 2 Cal.5th 608
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Justice Publication	Accessibility of State and Local Government Websites to People with Disabilities, June 2003
U.S. DOE Office for Civil Rights Publication	Joint Dear Colleague Letter: Electronic Book Readers, June 29, 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter, May 26, 2011
Website	CSBA District and County Office of Education Legal Services
Website	Governor's Office of Planning and Research, The California Environmental Quality Act
Website	California Department of Education, Web Accessibility Standards
Website	California School Public Relations Association
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Civil Rights Department
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, December 2008

Cross References

Code	Description
0000	Vision
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
<u>0450</u>	<u>Comprehensive Safety Plan</u>
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan

0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
<u>3515</u>	<u>Campus Security</u>
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records

4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4132	Publication Or Creation Of Materials
4161.8	Family Care And Medical Leave
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4232	Publication or Creation of Materials
4261.8	Family Care And Medical Leave
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication or Creation of Materials
4361.8	Family Care And Medical Leave
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5131.2	Bullying
5131.2	Bullying

6020	Parent Involvement
6020	Parent Involvement
6145.2	Athletic Competition
6145.2	Athletic Competition
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6190	Evaluation Of The Instructional Program
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
9012	Board Member Electronic Communications
9310	Board Policies
9320	Meetings And Notices
9322	Agenda/Meeting Materials

Policy 4112.2: Certification

Status: ADOPTED

Original Adopted Date: 11/01/2008 | Last Revised Date: 03/06/01/20202023 | Last Reviewed Date: 07/06/01/20162023

CSBA NOTE: Under the authority granted by Education Code 44252, the Commission on Teacher Credentialing (CTC) establishes standards and procedures for the issuance and renewal of multiple subject, single subject, education specialist, and other credentials, certificates, and permits and approves applications. Pursuant to Education Code 44251, a preliminary credential is generally valid for five years, during which time the employee must complete the requirements for the clear credential in order to continue to serve in a certificated position. The clear credential must be renewed every five years, but renewal does not require completion of additional coursework or service requirements.

All candidates for a teaching credential must demonstrate proficiency in the subject matter area of the intended credential as specified in Education Code 44259. To implement statutory changes to the subject matter competence requirements pursuant to AB 130 (Ch. 44, Statutes of 2021), CTC has adopted 5 CCR 80096, which includes revisions based on the Office of Administrative Law's feedback; see CTC Coded Correspondence 22-06 for more information on the regulation.

Assignment to certain positions within the district may require additional qualifications. For example, see AR 4112.22 - Staff Teaching English Learners, AR 4112.23 - Special Education Staff, and BP/AR 4113 - Assignment.

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and competency in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

Priorities for Hiring Based on Unavailability of Credentialed Teacher

CSBA NOTE: To the extent possible, the district must hire a "fully prepared" teacher who holds a clear or preliminary teaching credential in the subject or setting of the assignment. The Governing Board may authorize a fully credentialed teacher to serve in an assignment outside the area authorized by the credential if specified criteria are met; see BP/AR 4113 - Assignment and CTC's Credential Information Guide. ~~When the district is unable to hire a fully credentialed teacher,~~ "Assignment Resources," available on its web site. Education Code 44225.7 permits the district to hire a candidate ~~without those credentials~~ who is not a fully credentialed teacher in accordance with the hiring hierarchy provided in ~~items~~ Items #1-3 below if the Board has adopted an annual resolution that it has made reasonable efforts to recruit a fully prepared teacher for the

assignment.

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, and the Board adopts a resolution that it has made reasonable efforts to recruit a fully prepared teacher for the assignment, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

CSBA NOTE: Pursuant to Education Code 44225.7, if a credentialed teacher is not available, priority for employment must be given to an individual who is enrolled in an approved ~~intern~~internship program, as provided in ~~item~~Item #1 below. CTC Coded Correspondence 13-01 clarifies that such an individual must possess a CTC-issued intern credential.

1. 1. A candidate who enrolls in an approved ~~intern~~internship program in the region of the district and possesses an intern credential

CSBA NOTE: Pursuant to Education Code 44225.7, next priority for filling a position should be for a candidate who is scheduled to complete preliminary credential requirements within six months, as provided in ~~item~~Item #2 below. CTC Coded Correspondence 13-01 clarifies that such an individual must qualify for and obtain a provisional internship permit (PIP) or short-term staff permit (STSP).

Pursuant to 5 CCR 80021-80021.1, the district may employ persons with a PIP when the district has conducted a diligent search but has been unable to recruit a credentialed teacher, or an STSP when needed to immediately staff classrooms based on unforeseen circumstances. Each of these options requires the district to provide orientation, training, and/or guidance; see the accompanying administrative regulation.

2. 2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by the CTC

CSBA NOTE: 5 CCR 80021.1 requires that a notice of intent to employ a person with a PIP be made public as described in the following paragraph. A copy of the agenda item and the Superintendent or designee's verification of the ~~Governing~~ Board's favorable action must be included as part of the application to the CTC along with other required verifications; see the accompanying administrative regulation.

3. _____ The Board shall take action to approve, as an ~~action item~~ at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

CSBA NOTE: Pursuant to Education Code 44225.7, when the district is unable to recruit a credentialed teacher or a teacher who meets the qualifications specified in ~~items~~Items #1-2 above, it may request CTC to approve the assignment of a person who does not meet those criteria. According to CTC Coded Correspondence 13-01, such an individual would need to qualify for a "variable term waiver." For further information about variable term waivers, see 5 CCR 80125 and CTC's "Waiver Requests Guidebook and 5 CCR 80125."

4. 3. An individual who has been granted a credential waiver by the CTC

CSBA NOTE: Pursuant to 5 CCR 80023.2, 80026, and 80027-80027.1, the Board must annually approve a Declaration of Need for Fully Qualified Educators prior to hiring a person with an emergency permit or a limited assignment permit to teach outside the area of certification. The form for the Declaration of Need is available on CTC's web site. Pursuant to 5 CCR 80026, the Declaration of Need must be approved at a regularly scheduled public Board meeting and is valid for up to 12 months, expiring on June 30 following its submission to CTC.

~~Prior~~ Annually, the Board shall, prior to requesting that the CTC issue an emergency permit or a limited assignment permit, ~~the Board shall annually~~ approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in ~~items~~ Items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits and limited assigned permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. It shall also specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

Parental Notifications

CSBA NOTE: The following section is for use by districts that receive federal Title I funds, and may be used or adapted by other districts at their discretion.

20 USC 6312 requires districts receiving federal Title I funds to provide the following annual notification to parents/guardians of students in any school receiving Title I funds. Such districts may choose to provide the same notification to all schools, regardless of whether ~~or not~~ they receive Title I funds.

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. 1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
2. 2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. 3. Is teaching in the field of discipline of the teacher's certification

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

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Policy Reference Disclaimer:

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State	Description
5 CCR 80001-80674.6 80694	Commission on Teacher Credentialing
Ed. Code 32340-32341	Unlawful issuance of a credential
Ed. Code 35186	Complaints regarding teacher vacancy or misassignment
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44200-44418	Teacher credentialing
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 44300-44302	Emergency permit
Ed. Code 44325-44328	District interns
Ed. Code 44330-44355	Certificates and credentials
Ed. Code 44395	National Board for Professional Teaching Standards Certification Incentive Program
Ed. Code 44420-44440	Revocation and suspension of credentials
Ed. Code 44450-44468	University internship program
Ed. Code 44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 8295-8305	Child development program; personnel qualifications

Federal 20 USC 6312	Description Title I local educational agency plans; notifications regarding teacher qualifications
34 CFR 200.61	Parent notification regarding teacher qualifications
Management Resources Commission on Teacher Credentialing Publication	Description Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competency, Coded Correspondence 22-06, October 21, 2022
Commission on Teacher Credentialing Publication	Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competence, Coded Correspondence 21-06, September 20, 2021
Commission on Teacher Credentialing Publication	Assembly Bill 320: Regional Accreditation for Coursework and Degrees Used for Certification Purposes, Credential Information Alert 22-02, March 1, 2022
Commission on Teacher Credentialing Publication	Waiver Requests Guidebook, 2015
Commission on Teacher Credentialing Publication	Credential Information Guide
Commission on Teacher Credentialing Publication	Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Commission on Teacher Credentialing Publication	Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016
Commission on Teacher Credentialing Publication	California Standards for the Teaching Profession (CSTP), October 2009
Commission on Teacher Credentialing Publication	CL-667 Basic Skills Requirement
Commission on Teacher Credentialing Publication	CL-856 Provisional Internship Permit
Commission on Teacher Credentialing Publication	CL-858 Short-Term Staff Permit
Commission on Teacher Credentialing Publication	Subject Matter Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	Supplementary Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	The Administrator's Assignment Manual, 2021
Court Decision	Association of Mexican-American Educators (AMAE) et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 (2000) 231 F.Supp. 1534 3d 572
Nat'l Board for Prof. Teaching Stds.	Using Federal Funds for National Board Activities: An Action-

Publication	Planning Guide
Nat'l Board for Prof. Teaching Stds. Publication	Considerations for Using Federal Funds to Support National Board Certification
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, CA NBPTS Certification Incentive Program
Website	National Board Resource Center (https://nbrc.stanford.edu/)
Website	National Board for Professional Teaching Standards
Website	Office of Administrative Law (https://oal.ca.gov/)
Website	Commission on Teacher Credentialing (https://www.ctc.ca.gov/)
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
3580	District Records
3580	District Records
4111	Recruitment And Selection
4112	Appointment And Conditions Of Employment
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4113	Assignment
4113	Assignment

4114	Transfers
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.3	Professional Leaves
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4261.11	Industrial Accident/Illness Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4317.14	Postretirement Employment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards

4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.8	Family Care And Medical Leave
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6170.1	Transitional Kindergarten
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6183	Home And Hospital Instruction
6200	Adult Education
6200	Adult Education

Regulation 4112.2: Certification

Status: ADOPTED

Original Adopted Date: 07/01/2011 | Last Revised Date: 06/01/2022~~2023~~ | Last Reviewed Date: 06/01/2022~~2023~~

Verification of Credentials

CSBA NOTE: The following optional section may be revised to reflect district practice. Pursuant to Education Code 44330, 44332.5, and 44857, each person employed in a position requiring certification qualifications must register a valid credential not later than 60 days after beginning employment in the district or not later than 60 days after renewing a credential. Pursuant to Education Code 44332.5, a district with over 10,000 average daily attendance (ADA) may provide for the registration of its own certificated employees' credentials. If it does not do so, or if the district has 10,000 ADA or less, certificated employees' credentials must be registered with the county office of education (COE). ~~The following section may be revised to reflect district practice.~~

~~The Commission on Teacher Credentialing (CTC) does not provide credentials in a paper format.~~

Pursuant to 5 CCR 80001, the official record of a credential includes any credential in a paper or electronic format, including, but not limited to, information obtained from CTC's web site. ~~For all other certificated staff~~ Since CTC does not provide credentials in a paper format, the district must obtain verification of its employees' certification through CTC's online service and may print the displayed information.

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

CSBA NOTE: Pursuant to Education Code 44332, 44332.5, and 44332.6, an individual may be employed while CTC is processing the application if the individual holds a temporary certificate issued by a district with over 10,000 ADA or the COE, indicating that the individual has passed the state assessment of teachers' basic skills and completed a criminal record check. Education Code 44332, 44332.5, and 44332.6 require the district or COE, prior to issuing a temporary certificate, to obtain a certificate of clearance (fingerprint clearance) from CTC to satisfy the criminal record check requirement.

The Superintendent or designee shall verify that any person who is employed by the district while CTC is processing the application for certification possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

Basic Skills Proficiency

CSBA NOTE: Education Code 44830 provides that a district cannot employ an individual in a position requiring certification unless that person has met the basic skills proficiency requirement or is exempted from the requirement by law. Such exemptions are specified in Education Code 44252 and 44830. Unless exempted, persons who have been granted a credential by CTC have met the basic skills proficiency requirement as a condition of obtaining the credential.

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

CSBA NOTE: According to CTC leaflet CL-667, "Basic Skills Requirement", the basic skills proficiency requirement may be met as reflected in Items #1-8, below.

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

1. 1. Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)
2. 2. Passage of the California Subject Examinations for Teachers: Multiple Subjects plus Writing Skills Examination
3. 3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)
4. 4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)
5. 5. Achieving a qualifying score on College Board Advanced Placement Examinations
6. 6. Passage of a basic skills examination from another state

CSBA NOTE: Pursuant to Education Code 44252, as amended by AB 130 (Ch. 44, Statutes of 2021), a person is exempt from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework determined by a credential preparation program, or determined by CTC for an applicant not enrolled in a California credential preparation program. "Qualifying coursework" means a course or courses taken at a regionally accredited institution of higher education for academic credit that applies toward the requirements for an associate's degree, baccalaureate degree, or higher degree. Qualifying coursework does not include professional development or continuing education units, inservice training or workshops, or courses where credits do not apply toward the requirements for an associate's degree, baccalaureate degree, or higher degree. Pursuant to Education Code 44203, as amended by AB 320 (Ch. 663, Statutes of 2021), the definition of a "regionally accredited institution" includes an institution of higher education that held preaccreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning preaccreditation status in addition to an institution of higher education that

has already been designated as regionally accredited. CTC is proposing emergency regulations to implement the statutory changes to subject matter competence requirements enacted by AB 130; see CTC Coded Correspondence 21-06 for more information on the proposed regulations.

7. 7. Qualifying coursework (Education Code 44252)

CSBA NOTE: Pursuant to Education Code 44252, as amended by AB 130 and AB 167 (Ch. 252, Statutes of 2021), a person is exempt from the basic skills proficiency test requirement if a credential preparation program or CTC determines that an applicant has demonstrated proficiency through a combination of coursework, as described in Item #7, above, passage of a component or components of the basic skills proficiency test, and scores described in Items #3 and 4, above.

8. 8. Qualifying coursework and exams (Education Code 44252)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if the employee has not yet been afforded the opportunity to take the test, provided that the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by CTC unless the teacher has completed a basic skills proficiency test in another state, passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

CSBA NOTE: Pursuant to Education Code 44252 and 44830, persons holding or applying for a "designated subjects special subjects" credential must be assessed with a district basic skills proficiency test, unless their credential requires possession of a bachelor's degree in which case they are required to meet the state basic skills proficiency requirement. When such persons are employed by a consortium of districts or a joint powers agreement, the test may instead be established by the boards of those entities.

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to persons being tested to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

CSBA NOTE: 5 CCR 80021 establishes the short-term staff permit (STSP) to immediately fill teacher vacancies based on unforeseen circumstances. Pursuant to 5 CCR 80021, CTC will issue the STSP to an individual only once and for no more than one year. The STSP will expire no later than July 1, unless the STSP is for a summer school assignment in which case the STSP will expire no later than September 1.

The district may request that CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. 1. Enrollment adjustments requiring the addition of another teacher
2. 2. Inability of the teacher of record to finish the school year due to approved leave or illness
3. 3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved internship program
4. 4. Inability of the applicant to enroll in an approved internship program due to timelines or lack of space in the program
5. 5. Unavailability of a third-year extension of an internship program or the applicant's withdrawal from an internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to CTC: (5 CCR 80021)

1. 1. Verification that the district has conducted a local recruitment for the permit being requested
2. 2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit
3. 3. Written justification for the permit signed by the Superintendent or designee

CSBA NOTE: 5 CCR 80021 provides that a holder of the STSP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). 5 CCR 80021 provides that all STSPs will also include an English learner authorization allowing the holder to provide services in English language development (ELD) ~~or~~ and specially designed academic instruction in English (SDAIE); see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the STSP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction

delivered in the primary language, in addition to ELD and SDAIE.

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

CSBA NOTE: 5 CCR 80021.1 establishes the provisional internship permit (PIP) to staff classrooms when appropriately credentialed teachers cannot be found after a diligent search. 5 CCR 80021.1 provides that the PIP will be issued for one calendar year and may not be renewed.

Before requesting that CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. 1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.
2. 2. Orientation, guidance, and assistance ~~shall~~will be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience.

3. 3. The district ~~shall~~will assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. 4. The district ~~shall~~will assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter

competence requirement related to the permit.

5. 5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at an open Governing Board meeting which shall ~~state~~ states the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that the applicant will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. 6. The candidate has been apprised of steps to earn a credential and enroll in an ~~intern~~ internship program.

CSBA NOTE: 5 CCR 80021.1 provides that a holder of the PIP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). In addition, 5 CCR 80021.1 provides that all PIPs will include an English learner authorization allowing the holder to provide services in ELD ~~or~~ and SDAIE; see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the PIP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

CSBA NOTE: 5 CCR 80022 establishes the Teaching Permit for Statutory Leave (TPSL), which authorizes the holder to serve as the interim teacher of record when a teacher takes a statutory leave. The applicable statutory leaves are specified in 5 CCR 80022 ~~and, as clarified by CTC Coded Correspondence 16-10, exclude administrative leave.~~ The TPSL is valid for one calendar year from the first day of the month immediately following the date of issuance, but may be renewed on an annual basis provided that the holder completes additional requirements as specified and the district verifies that it will provide continued mentoring and support.

Qualifications required for the TPSL include possession of a bachelor's or higher degree, completion of the basic skills requirement unless exempted by state law or regulations, completion of the subject-matter requirement for the authorization, and 45 hours of preservice preparation in the content areas listed in 5 CCR 80022. The design and delivery of the preservice preparation are at the discretion of the district and, as described in CTC Coded Correspondence 16-10, may include existing training and development programs, new preparation courses or modules, and/or partnerships with the COE, neighboring districts, colleges and universities, or private companies. CTC does not accredit or oversee any TPSL preparation. The following paragraph may be revised to

reflect district practice.

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, administrative leave related to dismissal and suspension proceedings, military leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to CTC that it will provide the interim teacher: (5 CCR 80022)

1. 1. An orientation to the assignment before or during the first month of service in the statutory leave assignment
2. 2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment
3. 3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

CSBA NOTE: The TPSL authorizes the interim teacher of record to serve for the full length of the statutory leave. CTC Coded Correspondence 16-10 clarifies that, when more than one acceptable leave is taken consecutively, the holder of the TPSL may continue to serve as the interim teacher of record for the entire length of those leaves.

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022 and annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with ~~items~~ Items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

CSBA NOTE: Pursuant to Education Code 44225.7, the district may request that CTC grant an applicant a one-year emergency permit (in accordance with Education Code 44300; and 5 CCR 80023-80026.6) when a "fully prepared teacher," defined as a teacher who has completed a teacher preparation program, is unavailable to the district. Emergency permits may only be issued for the resource specialist permit (5 CCR 80024.3.1), teacher librarian services permit (5 CCR 80024.6), crosscultural, language and academic development permit (CLAD) (5 CCR 80024.8), and bilingual authorization permit (5 CCR 80024.7).

Pursuant to 5 CCR 80023.1, an emergency permit may be renewed for up to two additional one-year periods (for a maximum of three years of service).

In order to request an emergency permit, the district must first demonstrate that it has made reasonable efforts to recruit candidates who are enrolled in an intern program or are scheduled to complete preliminary credential requirements within six months and must submit a Declaration of Need for Fully Qualified Educators; see the accompanying Board policy.

As necessary, the Superintendent or designee may request that CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit (CLAD), or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit (ETK)

CSBA NOTE: Pursuant to Education Code 44300, as amended by AB 210 (Ch. 62, Statutes of 2022), the district may request a one-year early childhood education (ECE) emergency specialist permit that authorizes the teaching of all subjects in a self-contained transitional kindergarten (TK) general education classroom. Applicants for an ECE emergency specialist permit must meet the following qualifications and possess a baccalaureate or higher degree from a regionally accredited institution of higher education, hold a valid CTC-issued child development permit at the teacher or higher level, and satisfy subject matter requirements in accordance with Education Code 44300. For more information regarding staffing requirements for TK, see BP 6170.1 – Transitional Kindergarten.

If, after conducting a diligent search, the district has been unable to recruit a sufficient number of certificated teachers, including teacher candidates pursuing full certification through internship,

district internship, or other alternative routes established by CTC, the Superintendent or designee may request CTC to issue a one-year early childhood education (ECE) emergency specialist permit that authorizes the teacher to teach all subjects in a self-contained transitional kindergarten (TK) general education classroom. (Education Code 44300)

The request to CTC shall include the following justifications for the need for the ECE emergency specialist permit: (Education Code 44300)

1. Annual documentation that the district has adopted in policy and practice a process for conducting a diligent search as defined in Education Code 44300
2. A Declaration of Need for Fully Qualified Educators based on the documentation set forth in Item #1, and adopted by the Board at a regularly scheduled Board meeting
3. Verification that the district will provide the required orientation, mentoring, and support
4. The Board's receipt, at a regularly scheduled Board meeting, of a report on the orientation, mentoring, and support described in Item #3

The district may request CTC to renew the ECE emergency specialist permit for one additional year provided the following occurs: (Education Code 44300)

1. The applicant verifies current enrollment in a commission-approved teacher preparation program that will result in a credential authorizing teaching TK
2. The district submits a Declaration of Need for Fully Qualified Educators in the same manner as described in Item #2, above
3. The district verifies that the applicant continues to successfully serve in the assignment on the basis of the ECE emergency specialist permit
4. The district verifies continued orientation, mentoring, and support, with reporting to the Board in the same manner as described in Item #3, above

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

CSBA NOTE: Pursuant to Education Code 44300, as amended by SB 1397 (Ch. 335, Statutes of 2022), CTC is required, until July 1, 2024, to waive the basic skills proficiency requirement for the issuance of an emergency 30-day substitute permit. This waiver may not be used to satisfy the basic skills proficiency requirement for any other teaching credential, permit, or certificate.

1. _____ A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSP, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year or as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)

CSBA NOTE: Pursuant to 5 CCR 80025.1, an emergency career substitute teaching permit requires the individual to possess a baccalaureate or higher degree from a regionally accredited institution of higher education and pass the CBEST unless exempted by state law or regulations. In addition, pursuant to Education Code 44300.5, as added by AB 1876 (Ch. 113, Statutes of 2022), the district must verify that either the applicant has completed three consecutive years of at least 90 days per year of day-to-day substitute teaching in the district in the three years immediately preceding the application, that the applicant has completed at least 90 days per year of day-to-day substitute teaching accumulated from one or more districts participating in a consortium with the district in the three years immediately preceding the application, or if the COE is responsible for the assignment of day-to-day substitutes for the districts in its jurisdiction, that the applicant has completed three consecutive years of at least 90 days per year of day-to-day substitute teaching accumulated from one or more districts in the county requesting the permit in the three years immediately preceding the date of application.

2. 2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. 3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. 4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

CSBA NOTE: 5 CCR 80025 and 80025.5 require the district to have a Statement of Need on file before employing a person with an emergency substitute permit pursuant to ~~item~~Item #1 or 4 above. The CTC form for the CTC's Statement of Need may be found in form is available on CTC's online, "Credential Information Guide," which may be accessed only by employers web site.

Before employing a person with an emergency substitute permit pursuant to ~~item~~Item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

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 80001- 80674.6 80694	Commission on Teacher Credentialing
Ed. Code 32340-32341	Unlawful issuance of a credential
Ed. Code 35186	Complaints regarding teacher vacancy or misassignment
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44200-44418	Teacher credentialing
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 44300-44302	Emergency permit
Ed. Code 44325-44328	District interns
Ed. Code 44330-44355	Certificates and credentials
Ed. Code 44395	National Board for Professional Teaching Standards Certification Incentive Program
Ed. Code 44420-44440	Revocation and suspension of credentials
Ed. Code 44450-44468	University internship program
Ed. Code 44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 8295-8305	Child development program; personnel qualifications
Federal	Description
20 USC 6312	Title I local educational agency plans; notifications regarding teacher qualifications
34 CFR 200.61	Parent notification regarding teacher qualifications
Management Resources	Description
Commission on Teacher Credentialing Publication	Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competency, Coded Correspondence 22-06, October 21, 2022
Commission on Teacher Credentialing Publication	Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competence, Coded Correspondence 21-06, September 20, 2021
Commission on Teacher Credentialing Publication	Assembly Bill 320: Regional Accreditation for Coursework and Degrees Used for Certification Purposes, Credential Information Alert 22-02, March 1, 2022
Commission on Teacher Credentialing Publication	Waiver Requests Guidebook, 2015
Commission on Teacher Credentialing Publication	Credential Information Guide

Commission on Teacher Credentialing Publication	Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Commission on Teacher Credentialing Publication	Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016
Commission on Teacher Credentialing Publication	California Standards for the Teaching Profession (CSTP), October 2009
Commission on Teacher Credentialing Publication	CL-667 Basic Skills Requirement
Commission on Teacher Credentialing Publication	CL-856 Provisional Internship Permit
Commission on Teacher Credentialing Publication	CL-858 Short-Term Staff Permit
Commission on Teacher Credentialing Publication	Subject Matter Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	Supplementary Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	The Administrator's Manual, 2021
Court Decision	Association of Mexican-American Educators (AMAE) et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 (2000) 231 F.Supp. 1534 3d 572
Nat'l Board for Prof. Teaching Stds. Publication	Using Federal Funds for National Board Activities: An Action-Planning Guide
Nat'l Board for Prof. Teaching Stds. Publication	Considerations for Using Federal Funds to Support National Board Certification
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, CA NBPTS Certification Incentive Program
Website	National Board Resource Center (https://nbrc.stanford.edu/)
Website	National Board for Professional Teaching Standards
Website	Office of Administrative Law (https://oal.ca.gov/)
Website	Commission on Teacher Credentialing (https://www.ctc.ca.gov/)
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
3580	District Records
3580	District Records
4111	Recruitment And Selection
4112	Appointment And Conditions Of Employment
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4113	Assignment
4113	Assignment
4114	Transfers
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.3	Professional Leaves

4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4261.11	Industrial Accident/Illness Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4317.14	Postretirement Employment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.8	Family Care And Medical Leave
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency

6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6170.1	Transitional Kindergarten
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6183	Home And Hospital Instruction
6200	Adult Education
6200	Adult Education

Exhibit 4112.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | Last Revised Date: 03/06/01/2022~~2023~~ | Last Reviewed Date: 03/06/01/2022~~2023~~

CSBA NOTE: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide ~~product~~products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: BP 6117
Subject: Public hearing on ~~year-round~~ implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, migrant students, and students participating in a newcomer program.

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per year

Education or Other Legal Code: Education Code 49414.3

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2

Board Policy/Administrative Regulation #: To be included in AR 5141.21

Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 1126

Board Policy/Administrative Regulation #: BP 4136/4236/4336

Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210

Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359

Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment

Education or Other Legal Code: Government Code 21029

Board Policy/Administrative Regulation #: None

Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter

Education or Other Legal Code: Health and Safety Code 1797.196

Board Policy/Administrative Regulation #: AR 5141

Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: AR 3513.3

Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information

Education or Other Legal Code: Health and Safety Code 120875, 120880

Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43

Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire and other employees upon request, in

districts with 25 or more employees

Education or Other Legal Code: Labor Code 230.1

Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2

Subject: Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse

When/Whom to Notify: With each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account

Education or Other Legal Code: Labor Code 2810.7

Board Policy/Administrative Regulation #: None

Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, and remain posted for not less than 15 calendar days, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable

Where: Prominently display in all places where notices to employees concerning workplace rules or regulations are customarily posted

Education or Other Legal Code: Labor Code 6409.6

Board Policy/Administrative Regulation #: AR 4157/4257/4357

Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment; and when employee goes on leave for specified reasons and when leaving work due to pregnancy or nonoccupational sickness or injury
Education or Other Legal Code: Unemployment Insurance Code 2613
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when ~~principal~~ the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses
Education or Other Legal Code: Welfare and Institutions Code 827
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees ~~working with homeless families~~
~~Education or Other Legal Code: 42 USC 11432~~
~~Board Policy/Administrative Regulation #: AR 6173~~
~~Subject: Duties of district liaison for homeless students~~

~~When/Whom to Notify: To all employees~~
~~Education or Other Legal Code: 34 CFR 106.8~~
~~Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11~~
~~Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights~~

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

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When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire

Education or Other Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: AR 4121

Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual

Education or Other Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: AR 4117.14/4317.14

Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees

Education or Other Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315

Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated

Education or Other Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee

Education or Other Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Education or Other Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter

Education or Other Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15

Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5

Board Policy/Administrative Regulation #: BP 4116

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year

Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings

Education or Other Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118

Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee

Education or Other Legal Code: Education Code 44948.3

Board Policy/Administrative Regulation #: AR 4118

Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15

Education or Other Legal Code: Education Code 44949, 44955

Board Policy/Administrative Regulation #: BP 4117.3

Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released

Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated

Education or Other Legal Code: Education Code 44955.5
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts

Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion

Education or Other Legal Code: Education Code 48201
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Education or Other Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7/4317.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district

Education or Other Legal Code: Education Code 45113
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents

Education or Other Legal Code: 13 CCR 1234

Board Policy/Administrative Regulation #: AR 3542

Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter

Education or Other Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: AR 3542

Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Education or Other Legal Code: 49 CFR 382.113, 382.601

Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus
Education or Other Legal Code: 49 CFR 382.303
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Education or Other Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
Education or Other Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year
Education or Other Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return

Education or Other Legal Code: Government Code 20997

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee

Education or Other Legal Code: Government Code 54957

Board Policy/Administrative Regulation #: BB 9321

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information

Education or Other Legal Code: Government Code 54963

Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23

Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed

Education or Other Legal Code: Labor Code 230

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Accommodations and leave for victims of domestic violence

When/Whom to Notify: Within one working day of work-related injury or victimization of crime

Education or Other Legal Code: Labor Code 3553, 5401

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification

Education or Other Legal Code: Penal Code 11105, 11105.2

Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5

Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter

Education or Other Legal Code: 8 CCR 3204

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemical chemicals are present, upon initial assignment and upon new within 15 working days after receiving a monitoring result related to an employee exposure situation determination

Education or Other Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: AR 3514.1

Subject: ~~Location~~ [Contents of 8 CCR 5191, including location](#) and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area

Education or Other Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: AR 3514.1

Subject: ~~Any~~ [Requirements of 8 CCR 5194, including any](#) presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Education or Other Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave

Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Education or Other Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

[When/Whom to Notify: To all employees working with families experiencing homelessness](#)

[Education or Other Legal Code: Education Code 48851.3, 42 USC 11432](#)

[Board Policy/Administrative Regulation #: AR 6173](#)

[Subject: Duties of district liaison for homeless students and availability of training and services](#)

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees

Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
<u>Ed. Code 48851.3</u>	<u>Education of students in foster care and students who are homeless</u>
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B

H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record
Federal	Description
29 CFR 825.300	Family and Medical Leave Act; notice requirement
<u>34 CFR 100</u>	<u>Nondiscrimination under programs receiving federal assistance</u>
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
<u>20 USC 2354</u>	<u>Local application for career and technical education programs</u>
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources
Website

Description
CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
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3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
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
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4115	Evaluation/Supervision
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4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
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4119.11	Sexual Harassment
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4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
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
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4217.3	Layoff/Rehire
4219.11	Sexual Harassment
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4236	Nonschool Employment
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9321-E(1)

Closed Session

9321-E(2)

Closed Session

Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: ~~09/06/01/2022~~2023 | Last Reviewed Date: ~~09/06/01/2022~~2023

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

"Exclusive representative," as defined in Government Code 3540.1, means an employee organization recognized or certified as the exclusive negotiating representative for all district employees other than management and confidential employees.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: In *East Whittier School District*, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, [\(EERA\)](#), as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting the wearing of union buttons by employees is justified by special circumstances. See, as seen in PERB's ruling in *City of Sacramento*: [with regard to union insignia on employees' hardhats](#). Due to the legal uncertainty in this area, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or the district's [district](#) legal counsel prior to limiting the

wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, *supervisory employee* means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. PERB ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means ~~any~~an employee ~~who has~~in a position having significant responsibilities for formulating district policies or administering district programs, ~~and whose position is~~. Management positions shall be designated as a management position by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

CSBA NOTE: Government Code 3550 prohibits districts from deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. Pursuant to Government Code 3551.5, as added by SB 931 (Ch. 823, Statutes of 2022), any district found by PERB to be in violation of this prohibition may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

CSBA NOTE: The remainder of this section is optional. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with CSBA's District and County Office of Education Legal Services or the district's district legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights ~~under the law.~~ to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' ~~right to join or support an employee organization or to refrain from joining or supporting an employee organization~~ rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other

means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph.

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting:

Upon the request of an exclusive representative scheduling, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If

such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code ~~6254.3~~7928.300, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code ~~6254.3~~7928.300, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In *County of Los Angeles v. Service Employees International Union, Local 721* Los Angeles County Employee Relations Commission, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative.
(Government Code 3558, ~~6254.3~~)

7928.300)

However, the Superintendent or designee shall not disclose the: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions; ~~nor disclose the home address, home~~

CSBA NOTE: The Safe at Home address confidentiality program has been in existence pursuant to Government Code 6207 to protect victims of domestic violence, sexual

assault, and stalking. This type of protection has been extended, pursuant to Government Code 6215 and 6215.2, as amended by SB 1131 (Ch. 554, Statutes of 2022), to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district.

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 ~~or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the~~
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (~~Government Code 3558, 6207, 6254.3~~)

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. ~~Government Code 3558, as amended by SB 270 (Ch. 330, Statutes of 2021), allows the district 20 calendar days to cure an~~ if the alleged violation ~~that~~ involves the provision of an inaccurate or incomplete list of employees, Government Code 3558 allows the district 20 calendar days to cure the alleged violation and to give the exclusive representative written notice of the actions taken. If a violation is found, PERB is required to assess against the district a civil penalty of \$10,000 and attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558, ~~as amended,~~ limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible violation and may be revised to reflect district practice.

~~At least, at the beginning of each school year,~~ To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees ~~to ensure that the list is complete and contains accurate information.~~ at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, bargaining unit employees who choose not to join an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by *Janus v. AFSCME*.

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing

these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

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
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management position <u>and confidential positions</u> ; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence,

	sexual assault, or stalking
Gov. Code 6254.3 6215-6216	Disclosure of employee contact information to employee organization Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7920.200-7930.215	Public Records Act
Gov. Code 7928.300	Personal information of agency employee
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement
Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento, (2019) PERB Dec. No. 2702m
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan

0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel

4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4161.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: ~~03/06/01/2019~~2023 | Last Reviewed Date: ~~03/06/01/2019~~2023

CSBA NOTE: The following administrative regulation is subject to collective bargaining. Education Code 44978 provides a minimum of 10 days of personal illness or injury leave (sick leave) per year for certificated employees working five days a week. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days or more within a year of their employment, including temporary and substitute employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of their employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see the section titled "Healthy Workplaces, Healthy Families Act Requirements" below. For paid sick leave for temporary and substitute certificated employees, see BP/AR 4121 - Temporary/Substitute Personnel. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)
2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)
3. Personal necessity (Education Code 44981)

CSBA NOTE: Optional ~~item~~ Item #4 below may be revised as desired to specify a different minimum increment for sick leave.

4. Medical and dental appointments, in increments of not less than one-half hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child; if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

Government Code 12945.6 extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; ~~12945.6~~; 29 USC 2612; 29 CFR 825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit ~~them~~ an employee to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in ~~items #7-8 below~~ Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in ~~item~~Item #7 below, Labor Code 245.5 defines, as amended by AB 1041 (Ch. 748, Statutes of 2022), includes a designated person in the definition of a "family member" as, in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Pursuant to Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041, a "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 – Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with ~~item~~Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in ~~items~~Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

CSBA NOTE: The following paragraph is optional.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

CSBA NOTE: Pursuant to Education Code 44979-44980, certificated employees are entitled to have their accumulated sick leave transferred with them in the circumstances specified in the following optional paragraph.

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

CSBA NOTE: Pursuant to Education Code 44978.2, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

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

An employee shall notify the ~~district~~ Superintendent or designee of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day

preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

CSBA NOTE: Pursuant to Education Code 44977, employees who are absent due to illness for up to five months after exhausting all available sick leave must receive their regular salary minus the cost of a substitute. Alternatively, Education Code 44983 allows districts to adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. When an employee is absent for a cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from the employee's salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations.

Option 1 below is for use by districts that subtract the cost of a substitute from the absent employee's salary pursuant to Education Code 44977. Option 2 is mandated pursuant to Education Code 44983 for districts that choose to give certificated employees 50 percent or more of their regular salary during the period of absence, and may be revised to specify a percentage higher than 50 percent in accordance with district practice.

If not covered in the district's bargaining agreement, the district may add provisions to this section reflecting salary deductions for employees absent longer than five months.

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Absence Beyond Five-Month Period/Reemployment List

CSBA NOTE: The following paragraph is required for districts that select Option 1 (i.e., differential pay) in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above and should be carefully considered by districts that select Option 2 (i.e., 50 percent pay). Education Code 44978.1 requires the establishment of a reemployment list for employees who are unable to resume their duties after the five-month period provided pursuant to Education Code 44977.

Although Education Code 44978.1 does not explicitly require a reemployment list for districts selecting Option 2, such districts should be aware that failure to establish a reemployment list may subject employees to termination following a five-month absence. Therefore, any district that selects Option 2 and currently maintains a reemployment list for employees who are absent beyond the five-month period, or that wishes to establish such a list, should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel before changing its policy or practices.

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

CSBA NOTE: Pursuant to Education Code 44977.5, the district is required to provide differential pay to a certificated employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. ~~As amended by AB 2012 (Ch.~~

994, Statutes of 2018), Education Code 44977.5 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 44977.5 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

CSBA NOTE: Education Code 44978 **mandates** the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. The following section should be modified to reflect district practice and any procedures which have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5; ~~the paid sick leave law~~. Because ~~the paid sick leave law~~ [Labor Code 246.5](#) is silent on requests for verification, and ~~actually~~ requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (~~items~~ [Items](#) #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase employees' or their family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult its [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

- a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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 5601	Transfer of accumulated sick leave
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service -connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district

Ed. Code 44980	Transfer of accumulate accumulated sick leave to a county office of education
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees
Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 44986	Leave of absence; state disability benefits
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Lab. Code 220	Sections inapplicable to public employees
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
Lab. Code 233	Illness of child, parent, spouse or domestic partner Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014
Federal	Description
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
Management Resources	Description
Court Decision	Veguez v. Governing Board of Long Beach Unified School District; (2005) 127 Cal.App.4th 406
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
2121	Superintendent's Contract
4032	Reasonable Accommodation
4112.2	Certification
4112.2	Certification

4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.11	Preretirement Part-Time Employment
4119.41	Employees With Infectious Disease
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment

4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
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4312.42	Drug And Alcohol Testing For School Bus Drivers
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4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4317.11	Preretirement Part-Time Employment
4319.41	Employees With Infectious Disease
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave

4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4161.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | Last Revised Date: 09/06/01/20222023 | Last Reviewed Date: 09/06/01/20222023

CSBA NOTE: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state statute (e.g., Education Code, Military and Veterans Code). Districts should consult CSBA's District and County Office of Education Legal Services or the district's legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board Pursuant to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.27, as amended added by AB 1033 1949 (Ch. 327767, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) 2022, districts are required to provide up to five days of bereavement leave. Thus, to ensure consistency, for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the definition bereavement leave. Education Code 44985 and 45194 grant three days, or five days if out-of-state travel is required, of paid bereavement leave for certificated and classified employees upon the death of a member of the employee's "immediate family." Government Code 12945.7, as added by AB 1949, potentially expands the length of this leave. Education Code 44985 and 45194 grant bereavement leave for a member of the employee's "immediate family" below includes "mother-in-law" and father-in-law," as permitted by law. , the definition of which is more expansive than a "family member," pursuant to Government Code 12945.7. Any bereavement leave taken under the Education Code and/or Government Code runs concurrently and not consecutively.

The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal

leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. Additionally, Government Code 12945.7, as added by AB 1949, makes it unlawful to retaliate or discriminate against an employee for using bereavement leave or to interfere with an employee's right to use bereavement leave.

Districts with questions about bereavement leave should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The following ~~two~~ paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to ~~three days, or five days if out-of-state travel is required,~~ upon the death of any member of the employee's immediate family: , as defined in Education Code 44985 and 45194. (Government Code 12945.7)

No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194; Government Code 12945.7)

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2 includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.

~~Members of an employee's immediate family include: (Education Code 44985, 45194)~~

- ~~1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse~~
- ~~2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister~~
- ~~3. Any relative living in the employee's immediate household~~

Immediate Family means a parent, parent-in-law, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, domestic partner, child, child-in-law, or sibling of the employee, or any relative living in the immediate household of the employee. (Education Code 44985, 45194)

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in the applicable collective bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to

districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207); [Government Code 12945.7](#))
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult ~~CSBA~~[CSBA's](#) District and County Office of Education Legal Services or ~~the district's~~[district](#) legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

~~Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, parent-in-law, or spouse/registered domestic partner or the employee's own serious health condition.~~

[Pursuant to Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041 \(Ch. 748, Statutes of 2022\), CFRA provides an eligible employee with up to 12 weeks of unpaid, job-protected leave to care for a designated person who has a serious health condition, in addition to caring for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.](#)

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; [Government Code 12945.2](#); Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in Items #1-2 above and by certificated employees for the reasons specified in Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, [\(DIR\)](#), employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or for which the need is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 **mandate** the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district, or personnel commission [for merit districts](#), to (1) adopt any rule, regulation, or policy that encourages classified employees to seek

exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee who is a victim of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of such victim may be absent from work in order to attend related judicial proceedings, if the crime is any of the following: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime to use any available vacation, personal leave, or compensatory time off for the purposes described in Items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, Items #2-5 apply to districts with 25 or more employees.

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution

agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify district employees of employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on ~~the web site of the Department of Industrial Relations~~ [DIR's website](#), or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form.

The Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using ~~the leave~~ [for child-related activities](#) is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated or classified employee may take time off without loss of compensation to serve as an elected officer of any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, as amended by SB 294 (Ch. 539, Statutes of 2021), an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the employee organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should

delete this section. However, the district should consult CSBA's District and County Office of Education Legal Services or the district's legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in Rankin v. Commission on Professional Competence.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.

Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.7	Bereavement leave
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault, or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Illness of child, parent, spouse or domestic partner Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
Federal	Description
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
Management Resources	Description
Court Decision	Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954
Website	CSBA District and County Office of Education Legal Services

Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	Description
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves

4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4161.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: 06/01/2022~~2023~~ | Last Reviewed Date: 06/01/2022~~2023~~

CSBA NOTE: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under state law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as needed.

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

CSBA NOTE: Pursuant to Government Code 12945.2, as amended by AB 1041 (Ch. 748, Statutes of 2022), a designated person, as defined below, is added to the class of people an employee may take leave to care for under CFRA. A designated person may be identified by the employee at the time of the employee's requests for the leave, and the district may limit employees to one designated person per 12-month period.

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

CSBA NOTE: Pursuant to Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), ~~includes 1041, a parent-in-law~~ “designated person,” as defined above, is included in the definition of ~~“parent”~~ “eligible family member” for purposes of CFRA leave.

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, ~~or sibling,~~ or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

- a. A period of incapacity of more than three consecutive full days
- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

CSBA NOTE: Government Code 12945.2 and 29 USC 2611-2612 require a district to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements apply to all public agencies regardless of the number of employees.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

- 1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
- 2. The care of an eligible family member with a serious health condition
- 3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position

CSBA NOTE: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, child, or parent who is a military member is on covered active duty during deployment to a foreign country. Government Code 12945.2 provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

- 4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

CSBA NOTE: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

- 5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

CSBA NOTE: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

CSBA NOTE: Pursuant to Government Code 12945.2, leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would not be more than 12 work weeks.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

CSBA NOTE: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. Whichever option is selected, it must be applied uniformly to all employees. If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

CSBA NOTE: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

CSBA NOTE: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

CSBA NOTE: Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees.

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

CSBA NOTE: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave or PDL. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee.

OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

OPTION 1 ENDS HERE

OPTION 2: During any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

OPTION 2 ENDS HERE

CSBA NOTE: The following paragraph is for use with either option above.

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

CSBA NOTE: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member:

CSBA NOTE: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child:

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an

employee's refusal to provide further information, [CSBA's District and County Office of Education Legal Services of district](#) legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of an employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

CSBA NOTE: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

CSBA NOTE: Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041, expands the CFRA leave an eligible employee may take to include caring for a designated person with a serious health condition. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period.

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for family care and medical leave for an employee's own serious health condition or to care for the employee's eligible family member with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all such employees uniformly; thus, districts using this section should request a medical certification from all such employees.

Districts requiring written medical certification from employees may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11097.

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

CSBA NOTE: Item #3 below addresses an eligible employee's request for leave to care for an eligible family member. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. The U.S. Department of Labor (DOL) provides a form, "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act," that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.

3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the

eligible family member during a period of the treatment or supervision

- b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

CSBA NOTE: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050.

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the

appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

CSBA NOTE: The following optional section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from the employee's health provider, stating that the employee is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, any fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the employee's essential job functions with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

CSBA NOTE: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position upon return from such leave. However, such an employee has no greater right to reinstatement or other benefits than the employee would have if employment had been continuous.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

CSBA NOTE: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

CSBA NOTE: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. Pursuant to Government Code 12945.2, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee may take all 12 weeks of FMLA leave entitlement as

a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

CSBA NOTE: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "other events" agreed to by the district and the employee. As an example of such other event, DOL's [DOL's](#), "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," and the California Department of Human Resources', "Questions and Answers - Military Family Leave - FMLA," list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

CSBA NOTE: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its ~~web site~~ [website](#).

The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with ~~regards~~ [regard](#) to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

CSBA NOTE: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. According to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

CSBA NOTE: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, a veteran's injury or illness will qualify as a "serious injury or illness" for the purpose of this leave, only if one of the four conditions listed in Item #2 below is present.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating;
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

CSBA NOTE: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

CSBA NOTE: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

CSBA NOTE: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA, leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the ~~web sites~~ [websites](#) of the California [Civil Rights](#) Department of Fair Employment and Housing and the DOL.

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following optional paragraph is for use by districts that require employees to provide advance notice.

2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

CSBA NOTE: Item #4b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

CSBA NOTE: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

- 6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

CSBA NOTE: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference 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 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Fam. Code 300	Definition of marriage
Gov. Code 12926	Definitions
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Gov. Code 12946	Fair employment and Housing Act: discrimination prohibited
Federal	Description
1 USC 7	Definition of marriage and spouse
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
Management Resources	Description
Court Decision	Faust v. California Portland Cement Company; (2007) 150 Cal.App.4th 864
Court Decision	Tellis v. Alaska Airlines; (9th Cir., 2005) 414 F.3d 1045
Court Decision	United States v. Windsor; (2013) 699 F.3d 169
U.S. Department of Labor Publication	Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers
Website	CSBA District and County Office of Education Legal Services

Website	U.S. Department of Labor, FMLA
Website	California Civil Rights Department

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
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4117.3	Personnel Reduction
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program

4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4217.3	Layoff/Rehire
4241	Collective Bargaining Agreement
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Exhibit 4212.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | Last Revised Date: 03/06/01/20222023 | Last Reviewed Date: 03/06/01/20222023

CSBA NOTE: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide ~~product~~products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: BP 6117
Subject: Public hearing on ~~year-round~~ implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, migrant students, and students participating in a newcomer program.

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per year

Education or Other Legal Code: Education Code 49414.3

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2

Board Policy/Administrative Regulation #: To be included in AR 5141.21

Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 1126

Board Policy/Administrative Regulation #: BP 4136/4236/4336

Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210

Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359

Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment

Education or Other Legal Code: Government Code 21029

Board Policy/Administrative Regulation #: None

Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter

Education or Other Legal Code: Health and Safety Code 1797.196

Board Policy/Administrative Regulation #: AR 5141

Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: AR 3513.3

Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information

Education or Other Legal Code: Health and Safety Code 120875, 120880

Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43

Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire and other employees upon request, in

districts with 25 or more employees

Education or Other Legal Code: Labor Code 230.1

Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2

Subject: Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse

When/Whom to Notify: With each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account

Education or Other Legal Code: Labor Code 2810.7

Board Policy/Administrative Regulation #: None

Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, and remain posted for not less than 15 calendar days, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable

Where: Prominently display in all places where notices to employees concerning workplace rules or regulations are customarily posted

Education or Other Legal Code: Labor Code 6409.6

Board Policy/Administrative Regulation #: AR 4157/4257/4357

Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment; and when employee goes on leave for specified reasons and when leaving work due to pregnancy or nonoccupational sickness or injury
Education or Other Legal Code: Unemployment Insurance Code 2613
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when ~~principal~~ the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses
Education or Other Legal Code: Welfare and Institutions Code 827
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees ~~working with homeless families~~
~~Education or Other Legal Code: 42 USC 11432~~
~~Board Policy/Administrative Regulation #: AR 6173~~
~~Subject: Duties of district liaison for homeless students~~

~~When/Whom to Notify: To all employees~~
~~Education or Other Legal Code: 34 CFR 106.8~~
~~Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11~~
~~Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights~~

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

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When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire

Education or Other Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: AR 4121

Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual

Education or Other Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: AR 4117.14/4317.14

Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees

Education or Other Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315

Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated

Education or Other Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee

Education or Other Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Education or Other Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter

Education or Other Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15

Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5

Board Policy/Administrative Regulation #: BP 4116

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year

Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings

Education or Other Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118

Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee

Education or Other Legal Code: Education Code 44948.3

Board Policy/Administrative Regulation #: AR 4118

Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15

Education or Other Legal Code: Education Code 44949, 44955

Board Policy/Administrative Regulation #: BP 4117.3

Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released

Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated

Education or Other Legal Code: Education Code 44955.5
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts

Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion

Education or Other Legal Code: Education Code 48201
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Education or Other Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7/4317.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district

Education or Other Legal Code: Education Code 45113
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents

Education or Other Legal Code: 13 CCR 1234

Board Policy/Administrative Regulation #: AR 3542

Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter

Education or Other Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: AR 3542

Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Education or Other Legal Code: 49 CFR 382.113, 382.601

Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus
Education or Other Legal Code: 49 CFR 382.303
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Education or Other Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
Education or Other Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year
Education or Other Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return

Education or Other Legal Code: Government Code 20997

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee

Education or Other Legal Code: Government Code 54957

Board Policy/Administrative Regulation #: BB 9321

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information

Education or Other Legal Code: Government Code 54963

Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23

Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed

Education or Other Legal Code: Labor Code 230

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Accommodations and leave for victims of domestic violence

When/Whom to Notify: Within one working day of work-related injury or victimization of crime

Education or Other Legal Code: Labor Code 3553, 5401

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification

Education or Other Legal Code: Penal Code 11105, 11105.2

Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5

Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter

Education or Other Legal Code: 8 CCR 3204

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemical chemicals are present, upon initial assignment and upon new within 15 working days after receiving a monitoring result related to an employee exposure situation determination

Education or Other Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: AR 3514.1

Subject: ~~Location~~ [Contents of 8 CCR 5191, including location](#) and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area

Education or Other Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: AR 3514.1

Subject: ~~Any~~ [Requirements of 8 CCR 5194, including any](#) presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Education or Other Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave

Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Education or Other Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

[When/Whom to Notify: To all employees working with families experiencing homelessness](#)

[Education or Other Legal Code: Education Code 48851.3, 42 USC 11432](#)

[Board Policy/Administrative Regulation #: AR 6173](#)

[Subject: Duties of district liaison for homeless students and availability of training and services](#)

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees

Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
<u>Ed. Code 48851.3</u>	<u>Education of students in foster care and students who are homeless</u>
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B

H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record
Federal	Description
29 CFR 825.300	Family and Medical Leave Act; notice requirement
<u>34 CFR 100</u>	<u>Nondiscrimination under programs receiving federal assistance</u>
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
<u>20 USC 2354</u>	<u>Local application for career and technical education programs</u>
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources
Website

Description
CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
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
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
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
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
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4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
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4258	Employee Security
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
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4312.5	Criminal Record Check
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4312.6	Personnel Files
4315	Evaluation/Supervision

4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
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4361.5	Military Leave
4361.8	Family Care And Medical Leave
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6117	Year-Round Schedules
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
<u>6178</u>	<u>Career Technical Education</u>
9310	Board Policies
9321	Closed Session

9321-E(1)

Closed Session

9321-E(2)

Closed Session

Policy 4240: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: ~~09/06/01/2022~~2023 | Last Reviewed Date: ~~09/06/01/2022~~2023

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

"Exclusive representative," as defined in Government Code 3540.1, means an employee organization recognized or certified as the exclusive negotiating representative for all district employees other than management and confidential employees.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: In *East Whittier School District*, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, [\(EERA\)](#), as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting the wearing of union buttons by employees is justified by special circumstances. See, as seen in PERB's ruling in *City of Sacramento*: [with regard to union insignia on employees' hardhats](#). Due to the legal uncertainty in this area, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or the district's [district](#) legal counsel prior to limiting the

wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, *supervisory employee* means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. PERB ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means ~~any~~ an employee ~~who has~~ in a position having significant responsibilities for formulating district policies or administering district programs, ~~and whose position is.~~ Management positions shall be designated as a management position by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

CSBA NOTE: Government Code 3550 prohibits districts from deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. Pursuant to Government Code 3551.5, as added by SB 931 (Ch. 823, Statutes of 2022), any district found by PERB to be in violation of this prohibition may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

CSBA NOTE: The remainder of this section is optional. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with CSBA's District and County Office of Education Legal Services or the district's ~~district~~ legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights ~~under the law.~~ to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' ~~right to join or support an employee organization or to refrain from joining or supporting an employee organization~~ rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other

means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph.

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting:

Upon the request of an exclusive representative scheduling, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If

such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code ~~6254.3~~7928.300, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code ~~6254.3~~7928.300, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In *County of Los Angeles v. Service Employees International Union, Local 721* Los Angeles County Employee Relations Commission, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative.
(Government Code 3558, ~~6254.3~~)

7928.300)

However, the Superintendent or designee shall not disclose the: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions; ~~nor disclose the home address, home~~

CSBA NOTE: The Safe at Home address confidentiality program has been in existence pursuant to Government Code 6207 to protect victims of domestic violence, sexual

assault, and stalking. This type of protection has been extended, pursuant to Government Code 6215 and 6215.2, as amended by SB 1131 (Ch. 554, Statutes of 2022), to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district.

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 ~~or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the~~
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. ~~Government Code 3558, as amended by SB 270 (Ch. 330, Statutes of 2021), allows the district 20 calendar days to cure an~~ if the alleged violation ~~that~~ involves the provision of an inaccurate or incomplete list of employees, Government Code 3558 allows the district 20 calendar days to cure the alleged violation and to give the exclusive representative written notice of the actions taken. If a violation is found, PERB is required to assess against the district a civil penalty of \$10,000 and attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558, ~~as amended,~~ limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible violation and may be revised to reflect district practice.

~~At least, at the beginning of each school year,~~ To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees ~~to ensure that the list is complete and contains accurate information.~~ at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, bargaining unit employees who choose not to join an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by *Janus v. AFSCME*.

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing

these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

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
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management position <u>and confidential positions</u> ; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence,

	sexual assault, or stalking
Gov. Code 6254.3 6215-6216	Disclosure of employee contact information to employee organization Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7920.200-7930.215	Public Records Act
Gov. Code 7928.300	Personal information of agency employee
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement
Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento, (2019) PERB Dec. No. 2702m
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan

0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel

4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4261.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: 03/06/01/2019~~2023~~ | Last Reviewed Date: 03/06/01/2019~~2023~~

CSBA NOTE: The following administrative regulation is subject to collective bargaining. ~~Twelve~~ Education Code 45191 provides a minimum of 12 days of paid personal illness or injury leave (sick leave) per year ~~is the minimum prescribed by Education Code 45191~~ for classified employees ~~employed~~ working five days a week, in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of ~~their~~ employment, including classified employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of ~~their~~ employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see sections titled "Short-Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below. For sick leave for certificated employees, see AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 45191; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease (Education Code 45199)

CSBA NOTE: Although Education Code 45193 does not expressly provide classified employees leave for miscarriage, in order to treat employees consistently, the Board may grant leave to classified employees for miscarriage as provided for certificated employees pursuant to Education Code 44965 and 44978.

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 45193)
3. Personal necessity as specified in (Education Code 45207)

CSBA NOTE: Optional ~~item~~Item #4 below may be revised to specify a different minimum increment.

4. Medical and dental appointments, in increments of not less than one-half hour
5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child; if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

Government Code 12945.6 extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2; ~~12945.6~~; 29 USC 2612; 29 CFR 825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit ~~them~~an employee to use sick leave, in an amount not less than the sick leave

that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in ~~items #7-8 below~~ Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in ~~item~~ Item #7 below, Labor Code 245.5 ~~defines~~ as amended by AB 1041 (Ch. 748, Statutes of 2022), includes a designated person in the definition of a "family member" as, "in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Government Code 12945.2, as amended by AB 1041, defines a "designated person" as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with ~~item~~ Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or the employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in ~~items~~ Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

CSBA NOTE: The following paragraph is optional.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

CSBA NOTE: Pursuant to Education Code 45202, classified employees who are terminated after at least one year of employment for any reason unrelated to discipline are entitled to have their accumulated sick leave transferred with them in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is optional and may be revised to reflect district practice.

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

CSBA NOTE: Pursuant to Education Code 45191.5, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

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

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

CSBA NOTE: Pursuant to Education Code 45196, districts may choose one of two methods for compensating classified employees who have exhausted their paid leaves and continue to be absent due to illness or injury.

Option 1 below is for use by districts that subtract the actual cost of a substitute from the absent employee's salary for up to five months. Pursuant to Education Code 45196, the amount paid to a substitute must be less than the absent employee's salary unless the Board has adopted a salary schedule for substitutes. In *California School Employees Association v. Tustin Unified School District*, the court ruled that a district could deduct from the absent employee's salary only the cost of an outside substitute employee, not the cost of existing classified employee(s) working additional hours to fill the position during the absence.

Districts that maintain a catastrophic leave program for their classified employees should specify how the program will affect the differential leave pay to which the employee may be entitled.

When a classified employee has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

CSBA NOTE: Pursuant to Education Code 45196.1, the district is required to provide differential pay to a classified employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. ~~As amended by AB 2012 (Ch. 994, Statutes of 2018),~~ Education Code 45196.1 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 45196.1 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50

percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

CSBA NOTE: Pursuant to Education Code 45195, the following extension of leave may be either paid or unpaid, and the Board may grant full pay for the full 18 months' allowable absence, if desired.

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

If the employee is still unable to return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to seniority. (Education Code 45195)

Verification Requirements

CSBA NOTE: Education Code 45191 **mandates** the Board to adopt regulations that require proof of illness or injury and prescribe the means of verification. However, Education Code 45191 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. The following section should be modified to reflect district practice and any procedures that have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5; ~~the paid sick leave law.~~ Because ~~the paid sick leave law~~ [Labor Code 246.5](#) is silent on requests for verification, and ~~actually~~ requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (~~items~~ [Items #7-8](#) in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

Short-Term and Substitute Employees

CSBA NOTE: Pursuant to Labor Code 245-249, the district is required to grant a minimum of one hour of paid sick leave for every 30 hours worked by an employee who works for 30 days within a year of employment. In implementing this requirement, Labor Code 246 permits the district to use any of the options specified below. Option 1 provides for paid leave accrual based on one hour for every 30 hours worked. Option 2 allows an accrual method that provides for a regular accrual basis and ensures that the employee receives 24 hours of paid sick leave by the 120th calendar day of employment or each calendar year or 12-month period. Option 3 is for any district that credits employees with 24 hours or three days of paid sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year. In addition, pursuant to Labor Code 245.5, retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions. The district should select the option below which corresponds to its approach under Labor Code 246.

See section below titled "Healthy Workplaces, Healthy Families Act Requirements" for additional requirements.

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be credited with 24 hours or three days of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

CSBA NOTE: The following paragraph applies to all the above options.

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

CSBA NOTE: The following paragraph applies to all of the above options and reflects the intent of the Healthy Workplaces, Healthy Families Act to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following paragraph may be revised to include additional reasons for which short-term or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, a district is not required to inquire into the purposes for which an employee uses paid leave.

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult its [CSBA's District and County Office of Education Legal Services](#) or district legal counsel.

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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 45103	Classified service in districts not incorporating the merit system
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45191	Personal illness and injury leave; classified employees
Ed. Code 45191.5	Leave for military service -connected disability
Ed. Code 45193	Leave of absence for pregnancy (re: use of sick leave under certain circumstance)
Ed. Code 45195	Additional leave
Ed. Code 45196	Salary deductions during sick leave; classified employees
Ed. Code 45196.1	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 45202	Transfer of accumulated sick leave and other benefits
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Illness of child, parent, spouse or domestic partner Leave to attend to family illness
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014
Federal	Description
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
Management Resources	Description
Court Decision	California School Employees Association v. Colton Joint Unified School District; (2009) 170 Cal.App.4th 957
Court Decision	California School Employees Association v. Tustin Unified School District; (2007) 148 Cal.App.4th 510
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
4032	Reasonable Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4119.41	Employees With Infectious Disease
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely

4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.41	Employees With Infectious Disease
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave

4361.8	Family Care And Medical Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4261.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | Last Revised Date: 09/06/01/20222023 | Last Reviewed Date: 09/06/01/20222023

CSBA NOTE: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state statute (e.g., Education Code, Military and Veterans Code). Districts should consult CSBA's District and County Office of Education Legal Services or the district's legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board Pursuant to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.27, as amended added by AB 1033 1949 (Ch. 327767, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) 2022, districts are required to provide up to five days of bereavement leave. Thus, to ensure consistency, for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the definition bereavement leave. Education Code 44985 and 45194 grant three days, or five days if out-of-state travel is required, of paid bereavement leave for certificated and classified employees upon the death of a member of the employee's "immediate family." Government Code 12945.7, as added by AB 1949, potentially expands the length of this leave. Education Code 44985 and 45194 grant bereavement leave for a member of the employee's "immediate family" below includes "mother-in-law" and father-in-law," as permitted by law. , the definition of which is more expansive than a "family member," pursuant to Government Code 12945.7. Any bereavement leave taken under the Education Code and/or Government Code runs concurrently and not consecutively.

The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal

leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. Additionally, Government Code 12945.7, as added by AB 1949, makes it unlawful to retaliate or discriminate against an employee for using bereavement leave or to interfere with an employee's right to use bereavement leave.

Districts with questions about bereavement leave should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The following ~~two~~ paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to ~~three days, or five days if out-of-state travel is required,~~ upon the death of any member of the employee's immediate family: , as defined in Education Code 44985 and 45194. (Government Code 12945.7)

No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194; Government Code 12945.7)

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2 includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.

~~Members of an employee's immediate family include: (Education Code 44985, 45194)~~

- ~~1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse~~
- ~~2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister~~
- ~~3. Any relative living in the employee's immediate household~~

Immediate Family means a parent, parent-in-law, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, domestic partner, child, child-in-law, or sibling of the employee, or any relative living in the immediate household of the employee. (Education Code 44985, 45194)

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in the applicable collective bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to

districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207); [Government Code 12945.7](#))
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult ~~CSBA~~[CSBA's](#) District and County Office of Education Legal Services or ~~the district's~~[district](#) legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

~~Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, parent-in-law, or spouse/registered domestic partner or the employee's own serious health condition.~~

[Pursuant to Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041 \(Ch. 748, Statutes of 2022\), CFRA provides an eligible employee with up to 12 weeks of unpaid, job-protected leave to care for a designated person who has a serious health condition, in addition to caring for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.](#)

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; [Government Code 12945.2](#); Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in Items #1-2 above and by certificated employees for the reasons specified in Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, [\(DIR\)](#), employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or for which the need is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 **mandate** the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district, or personnel commission [for merit districts](#), to (1) adopt any rule, regulation, or policy that encourages classified employees to seek

exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee who is a victim of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of such victim may be absent from work in order to attend related judicial proceedings, if the crime is any of the following: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime to use any available vacation, personal leave, or compensatory time off for the purposes described in Items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, Items #2-5 apply to districts with 25 or more employees.

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution

agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify district employees of employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on ~~the web site of the Department of Industrial Relations~~ [DIR's website](#), or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form.

The Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using ~~the leave~~ [for child-related activities](#) is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated or classified employee may take time off without loss of compensation to serve as an elected officer of any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, as amended by SB 294 (Ch. 539, Statutes of 2021), an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the employee organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should

delete this section. However, the district should consult CSBA's District and County Office of Education Legal Services or the district's legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in Rankin v. Commission on Professional Competence.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.

Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
<u>Gov. Code 12945.7</u>	<u>Bereavement leave</u>
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault, or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Illness of child, parent, spouse or domestic partner <u>Leave to attend to family illness</u>
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
Federal	Description
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
Management Resources	Description
Court Decision	Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954
Website	CSBA District and County Office of Education Legal Services

Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	Description
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves

4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4261.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: 06/01/2022~~2023~~ | Last Reviewed Date: 06/01/2022~~2023~~

CSBA NOTE: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under state law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as needed.

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

CSBA NOTE: Pursuant to Government Code 12945.2, as amended by AB 1041 (Ch. 748, Statutes of 2022), a designated person, as defined below, is added to the class of people an employee may take leave to care for under CFRA. A designated person may be identified by the employee at the time of the employee's requests for the leave, and the district may limit employees to one designated person per 12-month period.

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

CSBA NOTE: Pursuant to Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes 1041, a ~~parent-in-law~~ "designated person," as defined above, is included in the definition of "parent" "eligible family member" for purposes of CFRA leave.

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

- a. A period of incapacity of more than three consecutive full days
- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

CSBA NOTE: Government Code 12945.2 and 29 USC 2611-2612 require a district to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements apply to all public agencies regardless of the number of employees.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position

CSBA NOTE: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, child, or parent who is a military member is on covered active duty during deployment to a foreign country. Government Code 12945.2 provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

CSBA NOTE: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

CSBA NOTE: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

CSBA NOTE: Pursuant to Government Code 12945.2, leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would not be more than 12 work weeks.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

CSBA NOTE: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. Whichever option is selected, it must be applied uniformly to all employees. If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

CSBA NOTE: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

CSBA NOTE: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

CSBA NOTE: Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees.

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

CSBA NOTE: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave or PDL. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee.

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

CSBA NOTE: The following paragraph is for use with either option above.

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

CSBA NOTE: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member:

CSBA NOTE: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child:

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an

employee's refusal to provide further information, [CSBA's District and County Office of Education Legal Services of district](#) legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of an employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

CSBA NOTE: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

CSBA NOTE: Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041, expands the CFRA leave an eligible employee may take to include caring for a designated person with a serious health condition. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period.

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for family care and medical leave for an employee's own serious health condition or to care for the employee's eligible family member with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all such employees uniformly; thus, districts using this section should request a medical certification from all such employees.

Districts requiring written medical certification from employees may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11097.

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

CSBA NOTE: Item #3 below addresses an eligible employee's request for leave to care for an eligible family member. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. The U.S. Department of Labor (DOL) provides a form, "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act," that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.

3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the

eligible family member during a period of the treatment or supervision

- b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

CSBA NOTE: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050.

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the

appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

CSBA NOTE: The following optional section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from the employee's health provider, stating that the employee is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, any fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the employee's essential job functions with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

CSBA NOTE: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position upon return from such leave. However, such an employee has no greater right to reinstatement or other benefits than the employee would have if employment had been continuous.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

CSBA NOTE: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

CSBA NOTE: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. Pursuant to Government Code 12945.2, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee may take all 12 weeks of FMLA leave entitlement as

a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

CSBA NOTE: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "other events" agreed to by the district and the employee. As an example of such other event, ~~DOL's~~ [DOL's](#), "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," and the California Department of Human Resources', "Questions and Answers - Military Family Leave - FMLA," list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

CSBA NOTE: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its ~~web site~~ [website](#).

The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with ~~regards~~ [regard](#) to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

CSBA NOTE: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. According to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

CSBA NOTE: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, a veteran's injury or illness will qualify as a "serious injury or illness" for the purpose of this leave, only if one of the four conditions listed in Item #2 below is present.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating;
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

CSBA NOTE: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

CSBA NOTE: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

CSBA NOTE: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA, leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the [web sites](#) [websites](#) of the California [Civil Rights](#) Department of Fair Employment and Housing and the DOL.

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following optional paragraph is for use by districts that require employees to provide advance notice.

2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

CSBA NOTE: Item #4b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

CSBA NOTE: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

CSBA NOTE: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference 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 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Fam. Code 300	Definition of marriage
Gov. Code 12926	Definitions
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Gov. Code 12946	Fair employment and Housing Act: discrimination prohibited
Federal	Description
1 USC 7	Definition of marriage and spouse
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
Management Resources	Description
Court Decision	Faust v. California Portland Cement Company; (2007) 150 Cal.App.4th 864
Court Decision	Tellis v. Alaska Airlines; (9th Cir., 2005) 414 F.3d 1045
Court Decision	United States v. Windsor; (2013) 699 F.3d 169
U.S. Department of Labor Publication	Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers
Website	CSBA District and County Office of Education Legal Services

Website	U.S. Department of Labor, FMLA
Website	California Civil Rights Department

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
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4117.3	Personnel Reduction
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program

4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4217.3	Layoff/Rehire
4241	Collective Bargaining Agreement
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Exhibit 4312.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | Last Revised Date: 03/06/01/2022~~2023~~ | Last Reviewed Date: 03/06/01/2022~~2023~~

CSBA NOTE: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide ~~product~~products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: BP 6117
Subject: Public hearing on ~~year-round~~ implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, migrant students, and students participating in a newcomer program.

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per year

Education or Other Legal Code: Education Code 49414.3

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2

Board Policy/Administrative Regulation #: To be included in AR 5141.21

Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 1126

Board Policy/Administrative Regulation #: BP 4136/4236/4336

Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210

Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359

Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment

Education or Other Legal Code: Government Code 21029

Board Policy/Administrative Regulation #: None

Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter

Education or Other Legal Code: Health and Safety Code 1797.196

Board Policy/Administrative Regulation #: AR 5141

Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: AR 3513.3

Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information

Education or Other Legal Code: Health and Safety Code 120875, 120880

Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43

Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire and other employees upon request, in

districts with 25 or more employees

Education or Other Legal Code: Labor Code 230.1

Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2

Subject: Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse

When/Whom to Notify: With each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account

Education or Other Legal Code: Labor Code 2810.7

Board Policy/Administrative Regulation #: None

Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, and remain posted for not less than 15 calendar days, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable

Where: Prominently display in all places where notices to employees concerning workplace rules or regulations are customarily posted

Education or Other Legal Code: Labor Code 6409.6

Board Policy/Administrative Regulation #: AR 4157/4257/4357

Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment; and when employee goes on leave for specified reasons and when leaving work due to pregnancy or nonoccupational sickness or injury
Education or Other Legal Code: Unemployment Insurance Code 2613
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when ~~principal~~ the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses
Education or Other Legal Code: Welfare and Institutions Code 827
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees ~~working with homeless families~~
~~Education or Other Legal Code: 42 USC 11432~~
~~Board Policy/Administrative Regulation #: AR 6173~~
~~Subject: Duties of district liaison for homeless students~~

~~When/Whom to Notify: To all employees~~
~~Education or Other Legal Code: 34 CFR 106.8~~
~~Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11~~
~~Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights~~

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

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When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire

Education or Other Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: AR 4121

Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual

Education or Other Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: AR 4117.14/4317.14

Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees

Education or Other Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315

Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated

Education or Other Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee

Education or Other Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Education or Other Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter

Education or Other Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15

Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5

Board Policy/Administrative Regulation #: BP 4116

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year

Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings

Education or Other Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118

Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee

Education or Other Legal Code: Education Code 44948.3

Board Policy/Administrative Regulation #: AR 4118

Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15

Education or Other Legal Code: Education Code 44949, 44955

Board Policy/Administrative Regulation #: BP 4117.3

Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released

Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated

Education or Other Legal Code: Education Code 44955.5
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts

Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion

Education or Other Legal Code: Education Code 48201
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Education or Other Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7/4317.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district

Education or Other Legal Code: Education Code 45113
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents

Education or Other Legal Code: 13 CCR 1234

Board Policy/Administrative Regulation #: AR 3542

Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter

Education or Other Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: AR 3542

Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Education or Other Legal Code: 49 CFR 382.113, 382.601

Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus
Education or Other Legal Code: 49 CFR 382.303
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Education or Other Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
Education or Other Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year
Education or Other Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return

Education or Other Legal Code: Government Code 20997

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee

Education or Other Legal Code: Government Code 54957

Board Policy/Administrative Regulation #: BB 9321

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information

Education or Other Legal Code: Government Code 54963

Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23

Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed

Education or Other Legal Code: Labor Code 230

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Accommodations and leave for victims of domestic violence

When/Whom to Notify: Within one working day of work-related injury or victimization of crime

Education or Other Legal Code: Labor Code 3553, 5401

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification

Education or Other Legal Code: Penal Code 11105, 11105.2

Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5

Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter

Education or Other Legal Code: 8 CCR 3204

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemical chemicals are present, upon initial assignment and upon new within 15 working days after receiving a monitoring result related to an employee exposure situation determination

Education or Other Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: AR 3514.1

Subject: ~~Location~~ [Contents of 8 CCR 5191, including location](#) and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area

Education or Other Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: AR 3514.1

Subject: ~~Any~~ [Requirements of 8 CCR 5194, including any](#) presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Education or Other Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave

Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Education or Other Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

[When/Whom to Notify: To all employees working with families experiencing homelessness](#)

[Education or Other Legal Code: Education Code 48851.3, 42 USC 11432](#)

[Board Policy/Administrative Regulation #: AR 6173](#)

[Subject: Duties of district liaison for homeless students and availability of training and services](#)

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees

Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
<u>Ed. Code 48851.3</u>	<u>Education of students in foster care and students who are homeless</u>
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B

H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record
Federal	Description
29 CFR 825.300	Family and Medical Leave Act; notice requirement
<u>34 CFR 100</u>	<u>Nondiscrimination under programs receiving federal assistance</u>
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
<u>20 USC 2354</u>	<u>Local application for career and technical education programs</u>
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources
Website

Description
CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
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
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
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Closed Session

Policy 4340: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: ~~09/06/01/2022~~2023 | Last Reviewed Date: ~~09/06/01/2022~~2023

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

"Exclusive representative," as defined in Government Code 3540.1, means an employee organization recognized or certified as the exclusive negotiating representative for all district employees other than management and confidential employees.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: In *East Whittier School District*, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, [\(EERA\)](#), as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting the wearing of union buttons by employees is justified by special circumstances. See, [as seen in PERB's ruling in *City of Sacramento*: with regard to union insignia on employees' hardhats](#). Due to the legal uncertainty in this area, districts are encouraged to consult [CSBA's](#) District and County Office of Education Legal Services or the district's [district](#) legal counsel prior to limiting the

wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, *supervisory employee* means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. PERB ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means ~~any~~an employee ~~who has~~in a position having significant responsibilities for formulating district policies or administering district programs, ~~and whose position is.~~ Management positions shall be designated as a management position by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

CSBA NOTE: Government Code 3550 prohibits districts from deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. Pursuant to Government Code 3551.5, as added by SB 931 (Ch. 823, Statutes of 2022), any district found by PERB to be in violation of this prohibition may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

CSBA NOTE: The remainder of this section is optional. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with CSBA's District and County Office of Education Legal Services or the district's district legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights ~~under the law.~~ to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' ~~right to join or support an employee organization or to refrain from joining or supporting an employee organization~~ rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other

means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph.

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting:

Upon the request of an exclusive representative scheduling, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If

such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code ~~6254.3~~7928.300, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code ~~6254.3~~7928.300, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In *County of Los Angeles v. Service Employees International Union, Local 721* Los Angeles County Employee Relations Commission, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative.
(Government Code 3558, ~~6254.3~~

7928.300)

However, the Superintendent or designee shall not disclose the: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions; ~~nor disclose the home address, home~~

CSBA NOTE: The Safe at Home address confidentiality program has been in existence pursuant to Government Code 6207 to protect victims of domestic violence, sexual

assault, and stalking. This type of protection has been extended, pursuant to Government Code 6215 and 6215.2, as amended by SB 1131 (Ch. 554, Statutes of 2022), to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district.

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 ~~or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the~~
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (~~Government Code 3558, 6207, 6254.3~~)

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. ~~Government Code 3558, as amended by SB 270 (Ch. 330, Statutes of 2021), allows the district 20 calendar days to cure an~~ if the alleged violation ~~that~~ involves the provision of an inaccurate or incomplete list of employees, Government Code 3558 allows the district 20 calendar days to cure the alleged violation and to give the exclusive representative written notice of the actions taken. If a violation is found, PERB is required to assess against the district a civil penalty of \$10,000 and attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558, ~~as amended,~~ limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible violation and may be revised to reflect district practice.

~~At least, at the beginning of each school year,~~ To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees ~~to ensure that the list is complete and contains accurate information.~~ at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, bargaining unit employees who choose not to join an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by *Janus v. AFSCME*.

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing

these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

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
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management position <u>and confidential positions</u> ; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence,

	sexual assault, or stalking
Gov. Code 6254.3 6215-6216	Disclosure of employee contact information to employee organization Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7920.200-7930.215	Public Records Act
Gov. Code 7928.300	Personal information of agency employee
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement
Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento, (2019) PERB Dec. No. 2702m
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan

0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
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4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel

4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4361.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: ~~03/06/01/2019~~2023 | Last Reviewed Date: ~~03/06/01/2019~~2023

CSBA NOTE: The following administrative regulation is subject to collective bargaining. Education Code 44978 provides a minimum of 10 days of personal illness or injury leave (sick leave) per year for certificated employees working five days a week. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days or more within a year of their employment, including temporary and substitute employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of their employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see the section titled "Healthy Workplaces, Healthy Families Act Requirements" below. For paid sick leave for temporary and substitute certificated employees, see BP/AR 4121 - Temporary/Substitute Personnel. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)
2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)
3. Personal necessity (Education Code 44981)

CSBA NOTE: Optional ~~item~~ Item #4 below may be revised as desired to specify a different minimum increment for sick leave.

4. Medical and dental appointments, in increments of not less than one-half hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child; if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

Government Code 12945.6 extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; ~~12945.6~~; 29 USC 2612; 29 CFR 825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit ~~them~~ an employee to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in ~~items #7-8 below~~ Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in ~~item~~Item #7 below, Labor Code 245.5 defines, as amended by AB 1041 (Ch. 748, Statutes of 2022), includes a designated person in the definition of a "family member" as," in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Pursuant to Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041, a "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 – Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with ~~item~~Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in ~~items~~Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

CSBA NOTE: The following paragraph is optional.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

CSBA NOTE: Pursuant to Education Code 44979-44980, certificated employees are entitled to have their accumulated sick leave transferred with them in the circumstances specified in the following optional paragraph.

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

CSBA NOTE: Pursuant to Education Code 44978.2, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

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

An employee shall notify the ~~district~~ Superintendent or designee of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day

preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

CSBA NOTE: Pursuant to Education Code 44977, employees who are absent due to illness for up to five months after exhausting all available sick leave must receive their regular salary minus the cost of a substitute. Alternatively, Education Code 44983 allows districts to adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. When an employee is absent for a cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from the employee's salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations.

Option 1 below is for use by districts that subtract the cost of a substitute from the absent employee's salary pursuant to Education Code 44977. Option 2 is mandated pursuant to Education Code 44983 for districts that choose to give certificated employees 50 percent or more of their regular salary during the period of absence, and may be revised to specify a percentage higher than 50 percent in accordance with district practice.

If not covered in the district's bargaining agreement, the district may add provisions to this section reflecting salary deductions for employees absent longer than five months.

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Absence Beyond Five-Month Period/Reemployment List

CSBA NOTE: The following paragraph is required for districts that select Option 1 (i.e., differential pay) in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above and should be carefully considered by districts that select Option 2 (i.e., 50 percent pay). Education Code 44978.1 requires the establishment of a reemployment list for employees who are unable to resume their duties after the five-month period provided pursuant to Education Code 44977.

Although Education Code 44978.1 does not explicitly require a reemployment list for districts selecting Option 2, such districts should be aware that failure to establish a reemployment list may subject employees to termination following a five-month absence. Therefore, any district that selects Option 2 and currently maintains a reemployment list for employees who are absent beyond the five-month period, or that wishes to establish such a list, should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel before changing its policy or practices.

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

CSBA NOTE: Pursuant to Education Code 44977.5, the district is required to provide differential pay to a certificated employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. ~~As amended by AB 2012 (Ch.~~

994, Statutes of 2018), Education Code 44977.5 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 44977.5 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

CSBA NOTE: Education Code 44978 **mandates** the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. The following section should be modified to reflect district practice and any procedures which have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5; ~~the paid sick leave law~~. Because ~~the paid sick leave law~~ [Labor Code 246.5](#) is silent on requests for verification, and ~~actually~~ requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (~~items~~ [Items](#) #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase employees' or their family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult its [CSBA's District and County Office of Education Legal Services or district](#) legal counsel.

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days

- b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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 5601	Transfer of accumulated sick leave
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service -connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district
Ed. Code 44980	Transfer of accumulate accumulated sick leave to a county office of education

Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees
Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 44986	Leave of absence; state disability benefits
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Lab. Code 220	Sections inapplicable to public employees
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
Lab. Code 233	Illness of child, parent, spouse or domestic partner Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014
Federal	Description
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
Management Resources	Description
Court Decision	Veguez v. Governing Board of Long Beach Unified School District; (2005) 127 Cal.App.4th 406
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
2121	Superintendent's Contract
4032	Reasonable Accommodation
4112.2	Certification
4112.2	Certification
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers

4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.11	Preretirement Part-Time Employment
4119.41	Employees With Infectious Disease
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4219.41	Employees With Infectious Disease

4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4317.11	Preretirement Part-Time Employment
4319.41	Employees With Infectious Disease
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave

4361.8	Family Care And Medical Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4361.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | Last Revised Date: 09/06/01/20222023 | Last Reviewed Date: 09/06/01/20222023

CSBA NOTE: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state statute (e.g., Education Code, Military and Veterans Code). Districts should consult CSBA's District and County Office of Education Legal Services or the district's district legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board Pursuant to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.27, as amended added by AB 1033 1949 (Ch. 327767, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) 2022, districts are required to provide up to five days of bereavement leave. Thus, to ensure consistency, for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the definition bereavement leave. Education Code 44985 and 45194 grant three days, or five days if out-of-state travel is required, of paid bereavement leave for certificated and classified employees upon the death of a member of the employee's "immediate family." Government Code 12945.7, as added by AB 1949, potentially expands the length of this leave. Education Code 44985 and 45194 grant bereavement leave for a member of the employee's "immediate family" below includes "mother-in-law" and father-in-law," as permitted by law. , the definition of which is more expansive than a "family member," pursuant to Government Code 12945.7. Any bereavement leave taken under the Education Code and/or Government Code runs concurrently and not consecutively.

The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal

leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. Additionally, Government Code 12945.7, as added by AB 1949, makes it unlawful to retaliate or discriminate against an employee for using bereavement leave or to interfere with an employee's right to use bereavement leave.

Districts with questions about bereavement leave should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The following ~~two~~ paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to ~~three days, or five days if out-of-state travel is required,~~ upon the death of any member of the employee's immediate family: , as defined in Education Code 44985 and 45194. (Government Code 12945.7)

No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194; Government Code 12945.7)

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2 includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.

~~Members of an employee's immediate family include: (Education Code 44985, 45194)~~

- ~~1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse~~
- ~~2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister~~
- ~~3. Any relative living in the employee's immediate household~~

Immediate Family means a parent, parent-in-law, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, domestic partner, child, child-in-law, or sibling of the employee, or any relative living in the immediate household of the employee. (Education Code 44985, 45194)

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in the applicable collective bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to

districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207); [Government Code 12945.7](#))
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult ~~CSBA~~[CSBA's](#) District and County Office of Education Legal Services or ~~the district's~~[district](#) legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

~~Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, parent-in-law, or spouse/registered domestic partner or the employee's own serious health condition.~~

[Pursuant to Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041 \(Ch. 748, Statutes of 2022\), CFRA provides an eligible employee with up to 12 weeks of unpaid, job-protected leave to care for a designated person who has a serious health condition, in addition to caring for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.](#)

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; [Government Code 12945.2](#); Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in Items #1-2 above and by certificated employees for the reasons specified in Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, [\(DIR\)](#), employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or for which the need is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 **mandate** the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district, or personnel commission [for merit districts](#), to (1) adopt any rule, regulation, or policy that encourages classified employees to seek

exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee who is a victim of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of such victim may be absent from work in order to attend related judicial proceedings, if the crime is any of the following: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime to use any available vacation, personal leave, or compensatory time off for the purposes described in Items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, Items #2-5 apply to districts with 25 or more employees.

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution

agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify district employees of employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on ~~the web site of the Department of Industrial Relations~~ [DIR's website](#), or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form.

The Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using ~~the leave~~ [for child-related activities](#) is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated or classified employee may take time off without loss of compensation to serve as an elected officer of any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, as amended by SB 294 (Ch. 539, Statutes of 2021), an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the employee organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should

delete this section. However, the district should consult CSBA's District and County Office of Education Legal Services or the district's legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in Rankin v. Commission on Professional Competence.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.

Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
<u>Gov. Code 12945.7</u>	<u>Bereavement leave</u>
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault, or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Illness of child, parent, spouse or domestic partner <u>Leave to attend to family illness</u>
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
Federal	Description
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
Management Resources	Description
Court Decision	Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954
Website	CSBA District and County Office of Education Legal Services

Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	Description
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves

4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4161.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: 06/01/2022~~2023~~ | Last Reviewed Date: 06/01/2022~~2023~~

CSBA NOTE: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under state law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as needed.

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

CSBA NOTE: Pursuant to Government Code 12945.2, as amended by AB 1041 (Ch. 748, Statutes of 2022), a designated person, as defined below, is added to the class of people an employee may take leave to care for under CFRA. A designated person may be identified by the employee at the time of the employee's requests for the leave, and the district may limit employees to one designated person per 12-month period.

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

CSBA NOTE: Pursuant to Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes 1041, a parent-in-law "designated person," as defined above, is included in the definition of "parent" "eligible family member" for purposes of CFRA leave.

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

- a. A period of incapacity of more than three consecutive full days
- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

CSBA NOTE: Government Code 12945.2 and 29 USC 2611-2612 require a district to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements apply to all public agencies regardless of the number of employees.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position

CSBA NOTE: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, child, or parent who is a military member is on covered active duty during deployment to a foreign country. Government Code 12945.2 provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

CSBA NOTE: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

CSBA NOTE: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

CSBA NOTE: Pursuant to Government Code 12945.2, leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would not be more than 12 work weeks.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

CSBA NOTE: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. Whichever option is selected, it must be applied uniformly to all employees. If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

CSBA NOTE: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

CSBA NOTE: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

CSBA NOTE: Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees.

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

CSBA NOTE: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave or PDL. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee.

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

CSBA NOTE: The following paragraph is for use with either option above.

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

CSBA NOTE: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member:

CSBA NOTE: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child:

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an

employee's refusal to provide further information, [CSBA's District and County Office of Education Legal Services of district](#) legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of an employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

CSBA NOTE: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

CSBA NOTE: Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041, expands the CFRA leave an eligible employee may take to include caring for a designated person with a serious health condition. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period.

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for family care and medical leave for an employee's own serious health condition or to care for the employee's eligible family member with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all such employees uniformly; thus, districts using this section should request a medical certification from all such employees.

Districts requiring written medical certification from employees may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11097.

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

CSBA NOTE: Item #3 below addresses an eligible employee's request for leave to care for an eligible family member. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. The U.S. Department of Labor (DOL) provides a form, "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act," that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.

3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the

eligible family member during a period of the treatment or supervision

- b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

CSBA NOTE: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with [CSBA's District and County Office of Education Legal Services](#) or district legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050.

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the

appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

CSBA NOTE: The following optional section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from the employee's health provider, stating that the employee is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, any fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the employee's essential job functions with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

CSBA NOTE: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position upon return from such leave. However, such an employee has no greater right to reinstatement or other benefits than the employee would have if employment had been continuous.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

CSBA NOTE: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

CSBA NOTE: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. Pursuant to Government Code 12945.2, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee may take all 12 weeks of FMLA leave entitlement as

a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

CSBA NOTE: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "other events" agreed to by the district and the employee. As an example of such other event, ~~DOL's~~ [DOL's](#), "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," and the California Department of Human Resources', "Questions and Answers - Military Family Leave - FMLA," list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

CSBA NOTE: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its ~~web site~~ [website](#).

The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with ~~regards~~ [regard](#) to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

CSBA NOTE: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. According to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

CSBA NOTE: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, a veteran's injury or illness will qualify as a "serious injury or illness" for the purpose of this leave, only if one of the four conditions listed in Item #2 below is present.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating;
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

CSBA NOTE: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

CSBA NOTE: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

CSBA NOTE: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA, leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the ~~web sites~~ [websites](#) of the California [Civil Rights](#) Department of Fair Employment and Housing and the DOL.

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following optional paragraph is for use by districts that require employees to provide advance notice.

2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

CSBA NOTE: Item #4b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

CSBA NOTE: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

- 6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

CSBA NOTE: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

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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 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Fam. Code 300	Definition of marriage
Gov. Code 12926	Definitions
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Gov. Code 12946	Fair employment and Housing Act: discrimination prohibited
Federal	Description
1 USC 7	Definition of marriage and spouse
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
Management Resources	Description
Court Decision	Faust v. California Portland Cement Company; (2007) 150 Cal.App.4th 864
Court Decision	Tellis v. Alaska Airlines; (9th Cir., 2005) 414 F.3d 1045
Court Decision	United States v. Windsor; (2013) 699 F.3d 169
U.S. Department of Labor Publication	Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers
Website	CSBA District and County Office of Education Legal Services

Website	U.S. Department of Labor, FMLA
Website	California Civil Rights Department

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
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4117.3	Personnel Reduction
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program

4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4217.3	Layoff/Rehire
4241	Collective Bargaining Agreement
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Policy 5117: Interdistrict Attendance

Status: ADOPTED

Original Adopted Date: 12/01/2015 | Last Revised Date: ~~12/06/01/2019~~2023 | Last Revised Date: 06/01/2023

CSBA NOTE: The Education Code provides a number of options under which a district may enroll a student whose parent/guardian does not reside within district boundaries. Under an "interdistrict attendance permit" or "reciprocal agreement" pursuant to Education Code 46600-46610, a student may attend school in a different district when both the district of residence and the district of proposed attendance agree (Option 1 below). Alternatively, pursuant to Education Code 48300-48317, as amended by AB 185 (Ch. 571, Statutes of 2022), the Governing Board may, until July 1, 2028, declare the district to be a "school district of choice" willing to accept a specific number of interdistrict transfers into the district through a random selection process (Option 2 below). In order to maintain the integrity of the random selection process, it is recommended that a school district of choice not also accept transfers under the interdistrict attendance permit option except when extraordinary circumstances exist, as provided in Option 2 below. Districts that wish to use both sources of authority should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

In addition to these options, pursuant to Education 48345, as added by SB 941 (Ch. 711, Statutes of 2022), the Board is authorized, until July 1, 2029, to enter into an agreement with other local educational agencies (LEA) to offer courses and coursework to students from another LEA who have been impacted by disruptions or cancellations to specified courses, or teacher shortages to such courses. See the section "Instruction Collaboration Agreements" below.

Pursuant to Education Code 48204, a district may authorize a student whose parent/guardian is employed within district boundaries to attend a school in the district (Allen bill transfer); see AR 5111.1 - District Residency.

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

Interdistrict Attendance Agreements and Permits

CSBA NOTE: The following section is for use by districts that have entered into an agreement with one or more other districts to accept student transfers through interdistrict attendance permits pursuant to Education Code 46600-46610. Districts selecting this option should also select Option 1 in the accompanying administrative regulation.

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

CSBA NOTE: Education Code 46600 requires that the interdistrict attendance agreement specify the terms and conditions under which individual permits may be granted or denied. In addition, pursuant to Education Code 46600, students who have been granted an interdistrict attendance

permit must be allowed to continue to attend the school without having to reapply unless the agreement between the two districts contains specific agreed-upon standards for reapplication; see the accompanying administrative regulation. Districts also may include in the agreement the agreed-upon standards for revocation of students' interdistrict attendance. Examples of conditions that may result in revocation include falsification of information stated on the permit application, unsatisfactory attendance, continual disruption, or poor academic achievement.

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed upon by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

CSBA NOTE: Pursuant to Education Code 46600, it is the responsibility of the ~~superintendent~~Superintendent or designee of the district of residence, subject to ~~board~~Board policies of the district of residence and terms of the agreement, to issue an individual permit verifying the district's approval of an interdistrict transfer out of the district. The permit shall become valid when endorsed by the ~~board's~~Board's designee in the district of proposed enrollment.

See the accompanying administrative regulation for procedures to follow when the permit is denied.

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

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State

CA Constitution Article 1, Section 31

Description

Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin

Ed. Code 41020

Requirement for annual audit

Ed. Code 46600-46611

Interdistrict attendance agreements

Ed. Code 48204

Residency requirements for school attendance

Ed. Code 48300-48317

Student attendance alternatives; school district of choice program

[Ed. Code 48345](#)

[Local educational agency instruction collaboration agreements](#)

Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48915.1	Expelled individuals; enrollment in another district
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 52317	Regional Occupational Center/Program; enrollment of students; interdistrict attendance
Ed. Code 8151	Apprentices; exemption from interdistrict attendance agreement

Management Resources

Description

Attorney General Opinion	84 Ops.Cal.Atty.Gen. 198 (2001)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 132 (2004)
Court Decision	Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275
Court Decision	Walnut Valley Unified School District v. the Superior Court of Los Angeles County; (2011) 192 Cal.App.4th 234
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3540	Transportation
3541	Transportation Routes And Services

3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5112.2	Exclusions From Attendance
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5116	School Attendance Boundaries
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5119	Students Expelled From Other Districts
5131.2	Bullying
5131.2	Bullying
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
5148	Child Care And Development
5148	Child Care And Development
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
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

7160	Charter School Facilities
7160	Charter School Facilities
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 5141.5: Mental Health

Status: ADOPTED

Original Adopted Date: 05/01/2020 | Last Reviewed Date: 05/06/01/2020/2023

~~CSBA NOTE:~~ CSBA NOTE: The U.S. Surgeon General's, "Social Connection Advisory," emphasizes the critical role that social connection plays in individual and societal health and well-being, and provides recommendations for how to address the consequences when there is a lack of social connection. Because schools play an important role in facilitating positive social connection, the advisory includes specific actions districts can implement, which include (1) developing a strategic plan for school connectedness and social skills with benchmark tracking, (2) building social connection into the health curriculum, (3) implementing socially based educational techniques, and (4) creating a supportive school environment.

In its advisory, "Social Media and Youth Mental Health," the U.S. Surgeon General describes the positive and negative impacts of social media on children and adolescents, including the impact on mental health and well-being, and recommends that schools develop, implement, and evaluate digital and media literacy curriculum to provide students and staff with the skills to strengthen digital resilience.

Education Code 215 requires all governing boards to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components; see BP/AR 5141.52 - Suicide Prevention. The following optional policy is intended to address broader mental health issues facing students and may be revised to reflect district practice.

The Governing Board recognizes that students' emotional well-being and mental health ~~contribute~~are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build ~~students'~~ resiliency skills, ~~help students~~ including digital resilience, increase social connections, and cope with life challenges; and ~~reduce the stigma associated with mental illness.~~

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

CSBA NOTE: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school.

Education Code 51925, as added by SB 224 (Ch. 675, Statutes of 2021), requires districts that offer health education courses to middle or high school students to include mental health instruction, as specified. Pursuant to Education Code 51929, as added by SB 244, the California

Department of Education (CDE) is required to, by January 1, 2024, develop a plan to expand mental health instruction.

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors, developing coping skills, and identifying resources that may provide assistance.

Information and Training

CSBA NOTE: Pursuant to Education Code 49428.15, as added by SB 14 (Ch. 672, Statutes of 2021), CDE is required to, subject to budget appropriations, recommend best practices and identify evidence-based and evidence-informed training programs for schools to address student behavioral health, including staff and student training on recognizing the signs and symptoms of behavioral health disorders, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, and has identified such a training program, "Youth Mental Health First Aid," which is available on its website.

The Superintendent or designee shall provide school staff with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, safely deescalate crisis situations involving students with a behavioral health disorder, and link students with effective services, referrals, and supports. Such training shall also provide instruction on how to maintain student privacy and confidentiality. Behavioral health information and training may also be provided to parents/guardians, students, and families. (Education Code 49428.15)

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

CSBA NOTE: Each district school is required to notify students and parents/guardians at least twice per school year with information regarding how to access student mental health services on campus and/or in the community, in accordance with Education Code 49428.

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students
2. Including the information, at the beginning of the school year, in the parent handbook for parents/guardians and in student orientation materials or a student handbook
3. Posting the information on the school's website or social media

Parents/guardians and students shall each receive two notices on how to initiate access to student mental health services, which may be delivered by different methods. (Education Code 494280)

CSBA NOTE: Pursuant to Education Code 49428.5, as added by AB 748 (Ch. 431, Statutes of 2022), each school site serving students in any of grades 6-12 is required to create a poster, as specified below, that identifies approaches and resources about student mental health, and prominently display such poster in public areas that are accessible to and commonly frequented by students at each school site. Pursuant to Education Code 49428.5, as added by AB 748, CDE is required to develop a model mental health poster.

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes
2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors
3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers
4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy
5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

Mental Health Counseling and Referrals

CSBA NOTE: Pursuant to Education Code 49428.1, as added by AB 309 (Ch. 662, Statutes of 2021), CDE is required to develop model referral protocols for addressing student mental health concerns and to post the model referral protocols on its website.

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

CSBA NOTE: Pursuant to Education Code 49429, as amended by AB 167 (Ch. 252, Statutes of 2021), CDE, in consultation with the State Department of Health Care Services and appropriate stakeholders, is required to develop, subject to budget appropriations, guidelines for the use of

[telehealth technology in schools, including mental health and behavioral health services to students on school campuses, by December 31, 2022. See also 5141.6 - School Health Services.](#)

[Mental health and behavioral health services for students on campus may be provided by way of telehealth technology. \(Education Code 49429\)](#)

CSBA NOTE: Pursuant to 28 CFR 35.108, a student should be evaluated in accordance with Section 504 of the Rehabilitation Act (29 USC 794) if the student has a disability, including a mental impairment, that substantially limits a major life activity, has a record of such impairment, or is regarded as having such impairment. See BP/AR 6164.6 - Identification and Education Under Section 504. Districts also have an affirmative, ongoing duty to actively and systematically seek out, identify, locate, and evaluate all children with disabilities who may be in need of special education and related services (Education Code 56171, 56300-56385; 20 USC 1412; 34 CFR 300.111). See BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

Funding Resources

CSBA NOTE: In addition to using district funds for mental health programs or services, districts may apply for grant funds administered by the county mental health agency or other sources.

The Mental Health Services Act, established by Proposition 63 in 2004, provides funding, personnel, and other resources to support county mental health programs, including, but not limited to, prevention and early intervention programs. Funding may be allocated for outreach to families and others to recognize the early signs of potentially severe and disabling mental illnesses, access and linkage to medically necessary care for children with severe mental illness, reduction in stigma and discrimination against people with mental illness, and strategies to reduce negative outcomes that may result from untreated mental illness.

Welfare and Institutions Code 5886; as added by [SB 75 \(Ch. 51, Statutes of 2019\)](#); establishes [established](#) the Mental Health Student Services Act, a competitive grant program to award funds to county mental health or behavioral health departments for the purpose of creating mental health partnerships with school districts, charter schools, and county offices of education

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

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 215-216	Student suicide prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	School safety plans
Ed. Code 49060-49079	Student records
Ed. Code 49428.1	Student mental health referral protocols
Ed. Code 49428.15	Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health
Ed. Code 49428.5	Student mental health poster
Ed. Code 49600	Responsibilities of school counselors
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors
Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 56171	Duty to identify and assess children in private schools who need special education services
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5840-5840.8	Prevention and early intervention programs
W&I Code 5850-5883	Mental Health Services Act
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
Management Resources	Description
California Department of Education Publication	Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve
California Department of Education Publication	Health Framework for California Public Schools, Kindergarten Through Grade Twelve
California Department of Education Publication	Youth Behavioral Health Training Programs (https://www.cde.ca.gov/ls/mh/ec49428.15.asp)
CDC and Prevention Publication	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
US Department of Education Publication	Bipartisan Safer Communities Act Stronger Connections Grant Program, Frequently Asked Questions, April 2023 (https://oese.ed.gov/files/2023/04/23-0083.BSCA-FAQs.pdf)

<u>US Dept of Health and Human Services Publication</u>	<u>Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's Advisory on the Health Effects of Social Connection and the Community, 2023</u> (https://www.hhs.gov/sites/default/files/surgeon-general-social-connection-advisory.pdf)
<u>US Department of Health and Human Services</u>	<u>Social Media and Youth Mental Health: The U.S. Surgeon General's Advisory, 2023</u>
Nat. Child Traumatic Stress Network Publication	Child Trauma Toolkit for Educators, 2008
Website	CSBA District and County Office of Education Legal Services
Website	National Child Traumatic Stress Network
Website	National Council for Behavioral Health, Mental Health First Aid
Website	Suicide Prevention Lifeline
Website	Suicide Prevention Resource Center
Website	Substance Abuse and Mental Health Services Administration
Website	American Association of Suicidology
Website	American Foundation for Suicide Prevention
Website	American Psychological Association
Website	California Department of Health Care Services, Mental Health Services
Website	Centers for Disease Control and Prevention, Mental Health
Website	National Association of School Psychologists
Website	National Institute for Mental Health
Website	California Department of Education, Mental Health
Website	American School Counselor Association
<u>Website</u>	<u>Office of the Surgeon General</u> (https://www.hhs.gov/surgeongeneral/index.html)

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
4131	Staff Development
5141.22	Infectious Diseases

5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
<u>5141.6</u>	<u>School Health Services</u>
5141.52	Suicide Prevention
5141.52	Suicide Prevention
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6164.5	Student Success Teams
6164.5	Student Success Teams

Policy 5141.6: School Health Services

Status: ADOPTED

Original Adopted Date: 11/01/2008 | **Last Revised Date:** ~~10/06/01/2018~~2023 | **Last Reviewed Date:** ~~10/06/01/2018~~2023

CSBA NOTE: The following optional policy should be revised to reflect district practice. This policy addresses the provision of health services at or near school sites (e.g., a school-based or school-linked health center or mobile van) through the employment of or contract with health care professionals or community health centers. ~~Districts maintaining or planning to establish school health services are encouraged to review CSBA's policy brief entitled Expanding Access to School Health Services: Policy Considerations for Governing Boards, including by way of telehealth.~~

Pursuant to Education Code 49419, the California Department of Education (CDE) has created an Office of School-Based Health Programs to assist districts with current CDE health-related programs, and to provide technical assistance, outreach, and information to districts on allowable services and submission of claims. School-based health programs provide resources, support, and information to address the physical, mental, and/or behavioral health needs of school communities, including students and staff. For more information, see CDE's website.

The 2022 Bipartisan Safer Communities Act (P.L. 117-159), which amended the Protecting Access to Medicare Act of 2014 (42 USC 1396a), requires the Secretary of Health and Human Services (CalHHS) to publish best practices to support the delivery of services to students covered under Medicaid and the Children's Health Insurance Program (CHIP) via telehealth in schools, including mental health and substance use disorder services. See the section entitled "Medi-Cal Billing" in the accompanying administrative regulation.

Other CSBA sample policies and/or administrative regulations address specific health requirements and services for students. For example, see BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions, AR 5141.24 - Specialized Health Care Services, BP/AR 5141.3 - Health Examinations, ~~and~~ AR 5141.32 - Health Screening for School Entry, and BP 5141.5 - Mental Health.

The Governing Board recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health services. The Board further recognizes that schools are uniquely positioned to increase health equity and to help ensure that all students have access to necessary health care services. The district may provide access to health services at or near district schools through the establishment of a school health center and/or mobile van(s) that serve multiple campuses, and may utilize telehealth as a delivery mechanism to increase access to health care services in schools.

The Board and the Superintendent or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in district schools and the community. Based on the results of this needs assessment and the availability of resources, the Superintendent or designee shall recommend for Board approval the types of health services to be provided by the district, including preventative programming and intervention strategies to address students' physical, mental, and behavioral health needs.

CSBA NOTE: School health centers are generally funded by a combination of insurance reimbursements; state, federal, and county grants; district funds; subsidies from community clinics or hospitals; and/or private donations.

Board approval shall be required for any proposed use of district resources and facilities to support school health services. The Superintendent or designee shall identify funding opportunities available through grant programs, private foundations, and partnerships with local agencies and organizations.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

The Board may prioritize school health services to schools serving students with the greatest need, including schools with medically underserved populations and/or a high percentage of low-income and uninsured children and youth.

School health services shall be provided under the supervision of a licensed health care professional. The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.

If a school nurse is employed by the school or district, ~~he/she~~ the nurse shall be involved in planning and implementing the school health services as appropriate.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. The California Department of Education's ([CDE](#)), "[Health Framework for California Public Schools,](#)" recommends a coordinated school health approach which integrates health services, health education, physical education, parent/community involvement, nutrition services, psychological and counseling services, a safe and healthy school environment, and health promotion for staff.

[Welfare and Institutions Code 5961-5961.5 established the Children and Youth Behavioral Health Initiative, which was created to enhance, expand, and redesign the systems that support behavioral health for students under age 25, with the goal of delivering equitable, appropriate, timely, and accessible behavioral health services and supports. More information and resources are available on CalHHS' website.](#)

The Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, nutrition and physical fitness programs, and other activities designed to create a healthy school environment. The Superintendent or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

CSBA NOTE: The following optional paragraph is for use by districts that choose to engage in outreach and enrollment efforts to encourage eligible students' participation in no-cost or low-cost health coverage programs.

Education Code 49557.2 authorizes the district to include on the application for free and reduced-price meals information about the Medi-Cal program and a student's potential eligibility. Pursuant to Education Code 49558, districts may release information on the free and reduced-price meals application to the local agency that determines eligibility under the Medi-Cal program, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information. See BP/AR 3553 - Free and Reduced Price Meals.

To further encourage student access to health care services, the Superintendent or designee shall develop and implement outreach strategies to increase enrollment of eligible students from low- to moderate-income families in affordable, comprehensive state or federal health coverage programs

and local health initiatives. Such strategies may include, but are not limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law.

Consent and Confidentiality

CSBA NOTE: Parent/guardian consent is generally required prior to providing health services to a minor student. However, Family Code 6920-~~6929~~6930 specify exceptions under which minors do not need parent/guardian consent prior to receiving services, including an exception for a minor age 12 years or older to consent to medical care related to the prevention of a sexually transmitted disease, for medical care and counseling relating to the diagnosis and treatment of a drug- or alcohol-related problem, or for medical care related to an injury caused by intimate partner violence. In addition, Health and Safety Code 124260 allows a minor age 12 or older to consent to outpatient mental health services if, in the opinion of a professional person, as defined, the minor is mature enough to participate intelligently in the mental health treatment or counseling services. In this case, the child's parent/guardian must be involved unless the professional person determines it would be inappropriate.

The Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-~~6929~~6930, Health and Safety Code 124260, or other applicable law.

CSBA NOTE: The Health Insurance Portability and Accountability Act (HIPAA) (45 CFR 164.500-164.534) mandates actions that "covered entities" must take to protect the privacy of an individual's health information. Generally, entities covered by HIPAA may release or receive "protected health information" about an individual only if that individual gives permission or the Act expressly permits its release. Districts with questions about the applicability of HIPAA should consult CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

Additionally, the California Confidentiality of Medical Information Act (CMIA) (Civil Code 56-56.37) prohibits a health care provider, a health care service plan, or contractor from disclosing medical information without first obtaining permission of the individual. Civil Code 56.10, as amended by SB 1184 (Ch. 993, Statutes of 2022), authorizes a health care provider or a health care service plan to disclose medical information that complies with HIPAA to a school-linked services coordinator, pursuant to a written authorization between the health provider and the student. A "school-linked services coordinator" means an individual located on a school campus or under contract by a county behavioral health provider agency for the treatment and health care operations and referrals of students and their families that holds one of the following credentials or licenses: pupil personnel services, school nurse, marriage and family therapy, educational psychology, or professional clinical counseling.

In addition, 22 CCR 51270 requires districts serving as Medi-Cal providers (~~see section entitled "Payment/Reimbursement for Services" below~~) to comply with confidentiality requirements specified in Education Code 46090 and 49073-49079, Welfare and Institutions Code 14100.2, 22 CCR 51009, 42 USC 1320c-9, and 42 CFR 431.300; see the section entitled "Payment/Reimbursement for Services" below. Also see the accompanying administrative regulation regarding additional requirements for Medi-Cal billing, including the requirement to enter into a Provider Participation Agreement and Annual Report with the California Department of Health Care Services (DHCS).

Pursuant to Education Code 49428.15, CDE is required to recommend best practices and identify evidence-based and evidence-informed training programs for schools to address student behavioral health, including instruction on how to maintain student privacy and confidentiality, consistent with federal and state privacy laws. CDE has identified such a training program, "Youth Mental Health First Aid," which is available on its website.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

Payment/Reimbursement for Services

CSBA NOTE: Some school health services, such as medical and related services specified in an individualized education program for students with disabilities, must be provided free of charge. For other services, districts may charge a fee and are entitled to seek third-party reimbursement from students' private insurance and state or federal programs such as Medi-Cal or the Child Health and Disability Prevention program. See the accompanying administrative regulation.

The Superintendent or designee may bill public and private insurance programs and other applicable programs for reimbursement of services as appropriate. Services may be provided free of charge or on a sliding scale in accordance with law.

CSBA NOTE: The following optional paragraph is for use by districts that have received approval from the ~~California Department of Health Care Services~~ **DHCS** to serve as Medi-Cal providers. Pursuant to Welfare and Institutions Code 14132.06 and 22 CCR 51051 and 51190.1, to the extent that federal funding is available, local educational agencies (LEAs) may receive partial Medi-Cal reimbursement through the LEA Medi-Cal Billing Option for health services provided to an enrolled student under age 22 who is certified for Medi-Cal and/or a member of the student's family. In addition, pursuant to Welfare and Institutions Code 14132.47, LEAs may be reimbursed through the Medi-Cal Administrative Activities (MAA) program for some of their administrative costs associated with school-based health and outreach activities that are not claimable under the LEA Medi-Cal Billing Option or other programs. See the accompanying administrative regulation.

Districts may receive assistance with Medi-Cal billing through CSBA's Practi-Cal program. See CSBA's ~~web site~~ **website** for further information.

The district shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements, and seek reimbursement of costs to the extent allowed by law.

Program Evaluation

In order to continuously improve school health services, the Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The Superintendent or designee shall provide the Board with periodic reports that may include, but are not necessarily limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; measures of school climate; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

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State	Description
17 CCR 2950-2951	Hearing tests
17 CCR 6800-6874	Child Health and Disability Prevention program; health assessments
22 CCR 51009	Confidentiality
22 CCR 51050-51192	Definitions of Medi-Cal providers and services
22 CCR 51200	Requirements for providers
22 CCR 51231.2	Wheelchair van requirements
22 CCR 51270	Local educational agency provider; conditions for participation
22 CCR 51304	Limitations on specified benefits
22 CCR 51309	Psychology, physical therapy, occupational therapy, speech pathology, audiological services
22 CCR 51323	Medical transportation services
22 CCR 51351	Targeted case management services
22 CCR 51360	Local educational agency; types of services
22 CCR 51491	Local educational agency eligibility for payment
22 CCR 51535.5	Reimbursement to local educational agency providers
Ed. Code 49073-49079	Privacy of student records
Ed. Code 49423.5	Specialized physical health care services
Ed. Code 49557.2-49558	Eligibility for free and reduced-price meals; sharing information with Medi-Cal
Fam. Code 6920-6930	Consent by minor for medical treatment
Gov. Code 95020	Individualized family service plan
H&S Code 104830-104865	School-based application of fluoride or other tooth decay-inhibiting agent
H&S Code 121020	HIV/AIDS testing and treatment; parental consent for minor under age 12
H&S Code 123110	Minor's right to access health records
H&S Code 123115	Limitation on parent/guardian access to minor's health records
H&S Code 123800-123995	California Children's Services Act
H&S Code 124025-124110	Child Health and Disability Prevention Program
H&S Code 124172-124174.6	Public School Health Center Support Program
H&S Code 124260	Mental health services; consent by minors age 12 and older

H&S Code 130300-130317	Health Insurance Portability and Accountability Act (HIPAA)
W&I Code 5961-5961.5	Children and Youth Behavioral Health Initiative Act
W&I Code 14059.5	Definition of "medically necessary"
W&I Code 14115	Medi-Cal claims process
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide
W&I Code 14124.90	Third-party health coverage
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies
W&I Code 14132.47	Administrative claiming process and targeted case management
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information
Management Resources	Description
CA Department of Health Care Services Publication	LEA Medi-Cal Billing Option Program Provider Manual, November 2021 (https://www.dhcs.ca.gov/provgovpart/Pages/LEAProviderManual.aspx)
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 21-017R, December 2021 (https://www.dhcs.ca.gov/formsandpubs/Documents/PPL-21-017R-Alternative-Format-Request-Requirements.pdf)
CA Dept of Health Care Services Publication	Policy and Procedure Letter No. 23-004, February 2023 (https://www.dhcs.ca.gov/formsandpubs/Documents/PPL23-004-Alternative-Format-Extension.pdf)
CA Dept of Health Care Services Publication	California School-Based Medi-Cal Administrative Activities Manual (https://www.dhcs.ca.gov/provgovpart/Pages/SMAAManual.aspx)
CA Health and Human Services Publication	Children and Youth Behavioral Health Initiative, 2021 (https://www.chhs.ca.gov/wp-content/uploads/2021/12/Children-and-Youth-Behavioral-Health-Initiative-Brief.pdf)
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019 (https://www.cde.ca.gov/ci/he/cf/documents/healthedframework2019.pdf)
CSBA US Dept of Health and Human Services Publication	Expanding Access to School Health Services: Policy Considerations for Governing Boards, November 2008 Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022

	https://www.medicaid.gov/federal-policy-guidance/downloads/sbscib081820222.pdf
CSBA US Dept of Health and Human Services Publication	Promoting Oral Health for California's Students: New Role, New Opportunities for Schools, Policy Brief, November 2008 Centers for Medicare & Medicaid Services Informational Bulletin, Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022
	https://www.medicaid.gov/federal-policy-guidance/downloads/sbscib081820222.pdf
National Center For Youth Law Publication	Confidential Medical Release: Frequently Asked Questions from Schools and Districts, November 2015
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, Practi-Cal Program
Website	California School-Based Health Alliance
Website	Center for Health and Health Care in Schools
Website	Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study
Website	Centers for Medicare and Medicaid Services
Website	California County Superintendents Educational Services Association
Website	National Center for Youth Law
Website	California School Nurses Organization
Website	California Department of Education, Health Services and School Nursing
Website	California Department of Health Care Services
Website	California Department of Public Health
Website	California Department of Health and Human Services (https://www.chhs.ca.gov/)
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3514	Environmental Safety

3514	Environmental Safety
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4119.41	Employees With Infectious Disease
4119.43	Universal Precautions
4119.43	Universal Precautions
4157	Employee Safety
4157	Employee Safety
4219.41	Employees With Infectious Disease
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4319.41	Employees With Infectious Disease
4319.43	Universal Precautions
4319.43	Universal Precautions
4357	Employee Safety
4357	Employee Safety
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
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
5125	Student Records
5125	Student Records
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco

5131.63	Steroids
5131.63	Steroids
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.25	Availability Of Condoms
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5143	Insurance
5143	Insurance
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
5148.3	Preschool/Early Childhood Education

5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.2	Guidance/Counseling Services
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
6177	Summer Learning Programs
6184	Continuation Education
6184	Continuation Education

Regulation 5141.6: School Health Services

Status: ADOPTED

Original Adopted Date: 11/01/2008 | Last Revised Date: ~~10/06/01/2018~~2023 | Last Reviewed Date: ~~10/06/01/2018~~2023

Types of Health Services

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

In accordance with student and community needs and available resources, school health services offered by the district may include, but are not limited to:

1. Health screenings, evaluations, and assessments of students' need for health services
2. Physical examinations, immunizations, and other preventive medical services
3. First aid and administration of medications
4. Diagnosis and treatment of minor injuries and acute medical conditions
5. Management of chronic medical conditions
6. Basic laboratory tests
7. Emergency response procedures
8. Nutrition services
9. Oral health services that may include preventive services, basic restorative services, and referral to specialty services

CSBA NOTE: Pursuant to Health and Safety Code 104830-104865, elementary and secondary students must be offered an opportunity each school year to receive a topical application of fluoride or other decay-inhibiting agent by a dentist or dental assistant, under a program organized and operated by the county health officer. Districts are required to cooperate with the county health officer in carrying out the program in any school in their jurisdiction and to provide notification to parents/guardians regarding the availability of the program, as provided below.

~~10.~~ The Superintendent or designee shall notify all parents/guardians of the opportunity pursuant to Health and Safety Code 104830-104865 for their child to receive the topical application of fluoride, including fluoride varnish, or other decay-inhibiting agent to the teeth during the school year. Such application of fluoride or other decay-inhibiting agent shall only be provided to a student whose parent/guardian returns the notification with an indication consenting to the treatment. (Health and Safety Code 104830, 104850, 104855)

CSBA NOTE: Pursuant to Education Code 49428.15, the California Department of Education (CDE) is required to recommend best practices and identify evidence-based and evidence-informed training programs for schools to address student behavioral health, including staff and student training on recognizing the signs and symptoms of common psychiatric conditions and substance use disorders and other behavioral health disorders. CDE has identified such a training program, "Youth Mental Health First Aid," which is available on its website.

~~11.10.~~ 10. ~~Mental~~ Mental or behavioral health services, which may include assessments, crisis intervention, counseling, treatment, and referral to a continuum of services including emergency psychiatric care, community support programs, inpatient care, and outpatient programs

~~12.11.~~ 11. Substance abuse prevention and intervention services

~~13.12.~~ 12. Vision and audiology services

~~14.13.~~ 13. Speech therapy

~~15.14.~~ 14. Occupational therapy

~~16.15.~~ 15. Physical therapy

CSBA NOTE: Item #16 may be deleted by districts that offer only elementary grades.

~~17.16.~~ 16. Reproductive health services

~~18.17.~~ 17. Specialized health care services for students with disabilities

~~19.18.~~ 18. Medical transportation

~~20.19.~~ 19. Targeted case management

~~21.20.~~ 20. Referrals and linkage to services not offered on-site

~~22.21.~~ 21. Public health and disease surveillance

~~23.22.~~ 22. Individual and family health education

~~24.23.~~ 23. School or districtwide health promotion

CSBA NOTE: Pursuant to Education Code 49429, CDE, in consultation with the Department of Health Care Services (DHCS) and appropriate stakeholders, and subject to budget appropriations, is required to develop guidelines for the use of telehealth technology in schools, including mental health and behavioral health services to students on school campuses, by December 31, 2022.

The district may deliver health care services, including mental and behavioral health, for students on campus by means of telehealth technology. (Education Code 49429)

Medi-Cal Billing

CSBA NOTE: The following optional section is for use by districts that have contracted with the California Department of Health Care Services (DHCS) in order to provide services as a Medi-Cal provider as authorized by Welfare and Institutions Code 14132.06; see the accompanying Board policy. To the extent that the district contracts with health care practitioners or clinics to provide the services, the practitioner or clinic is considered the provider of services and is the entity billing and receiving Medi-Cal payments for services.

DHCS' Local Educational Agency Medi-Cal Billing Option Program (LEA BOP) reimburses LEA BOP providers, including school districts, the federal share of the maximum allowable rate for approved health-related services provided by qualified health service practitioners to Medi-Cal eligible students.

Pursuant to Welfare and Institutions Code 14115.8, as amended by AB 3192 (Ch. 658, Statutes of 2018), requires DHCS, by January 1, 2020, to develop and distribute a has developed program guidance, available on its website, containing information regarding processes, documentation, and the proper submission of claims under the LEA Medi-Cal Billing Option program.BOP.

The 2022 Bipartisan Safer Communities Act (P.L. 117-159), which amended the Protecting Access to Medicare Act of 2014 (42 USC 1396a), requires the Secretary of Health and Human Services to publish best practices to support the delivery of services to students covered under Medicaid and the Children’s Health Insurance Program (CHIP) via telehealth in schools, including mental health and substance use disorder services. The Secretary of Health and Human Services, in consultation with the Secretary of Education, has issued guidance, “Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services,” to local educational agencies and school-based entities to support the delivery of medical assistance to Medicaid and CHIP beneficiaries in school-based settings and outline strategies and tools to reduce administrative burdens on, and simplify billing for, districts, in particular small and rural districts.

In order to provide services as a Medi-Cal provider, the district shall enter into and maintain a contract with the California Department of Health Care Services (DHCS). (Welfare and Institutions Code 14132.06; 22 CCR 51051, 51270)

CSBA NOTE: The federal Americans with Disabilities Act (42 USC 12101; 28 CFR 35) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and state law, prohibit discrimination against qualified individuals who have speech, hearing, or vision disabilities who participate in public programs. Because discrimination is prohibited in the administration of Medi-Cal services, including determining eligibility, districts and district subcontractors must provide qualified individuals with auxiliary aides and services, including materials in alternative formats, such as braille, large font, or audio recordings, to ensure individuals can effectively communicate and participate in public programs, services, or activities including Medi-Cal. In accordance with DHCS Policy and Procedure Letters No. 21-017R and No. 23-004, districts are required, by August 1, 2023, to develop a plan to meet these alternative format requirements, in accordance with the terms and conditions of the Provider Participation Agreement and Addendum, and store and maintain the alternative format plan within their audit file, which may be requested by DHCS at any time after August 1, 2023.

The Superintendent or designee shall develop a plan to ensure that the district and all district subcontractors, provide individuals with speech, vision, and hearing disabilities auxiliary aides and services, to enable those individuals to effectively communicate and participate in the Medi-Cal program. Such auxiliary aides and services may include, but are not limited to, providing written materials in alternative formats, such as braille, large font, audio recordings, or closed captioning.

CSBA NOTE: With the exception of health care aides who provide specialized physical health care services pursuant to Education Code 49423.5, any practitioner whom the district employs or with whom it contracts must be credentialed to practice as a physician, registered nurse, psychologist, school counselor, or one of the other professions listed in 22 CCR 51190.3 in order for the district to receive Medi-Cal reimbursement.

The Superintendent or designee shall ensure that all practitioners employed by or under contract with the district possess the appropriate license, certification, registration, or credential and provide only those services that are within their scope of practice. (22 CCR 51190.3, 51270, 51491)

CSBA NOTE: Reimbursement under Medi-Cal is limited to the services specified in Welfare and Institutions Code 14132.06 and 22 CCR 51190.4 and 51360. Pursuant to Welfare and Institutions Code 14132.06, services may be reimbursable whether or not the student has an individualized

education program (IEP) or individualized family service plan (IFSP) or whether those same services are provided at no charge to the beneficiary or to the community at large.

22 CCR 51360 provides that services for accompanying a student off campus for nursing or school health aide services will be reimbursable when specified as medically necessary in an IEP or IFSP.

The Superintendent or designee shall submit a claim for Medi-Cal reimbursement whenever the district provides a Medi-Cal-eligible student under age 22 and/or a member of the student's family a covered service specified in 22 CCR 51190.4 or 51360. (Welfare and Institutions Code 14132.06; 22 CCR 51096, 51098, 51190.1, 51190.4, 51309, 51360, 51535.5)

CSBA NOTE: Health and Safety Code 1374.722 requires a health care service plan contract issued, amended, renewed or delivered on or after January 1, 2024, that is required to provide coverage for medically necessary treatment of mental health and substance use disorders pursuant to Health and Safety Code 1374.72, 1374.721, and 1374.73, to cover the provision of the services identified in the fee-for-service reimbursement schedule published by DHCS, when those services are delivered at school sites, as defined below, regardless of the network status of the district or health care provider. Guidance to health care service plans regarding compliance with this section is required to be issued by December 31, 2023.

Additionally, pursuant to Welfare and Institutions Code 5961.4, DHCS is required to develop a school-linked statewide fee schedule for outpatient mental health or substance use disorder treatment provided to students under the age of 25 at a school site, a school-linked statewide provider network of school site behavioral health counselors, evidence-based behavioral health programs, behavioral health services and supports virtual platform, and to award school-linked partnership and capacity grants. As part of the Children and Youth Behavioral Health Initiative, DHCS is also required to provide incentive payments to qualifying Medi-Cal managed care plans to implement interventions that increase access to preventive, early intervention, and behavioral health services by school-affiliated behavioral health providers for children in publicly funded preschool through grade 12. More information about the Children and Youth Behavioral Health Initiative is available on DHCS's website.

When the district provides services, or arranges for the provision of services, for treatment of a mental health or substance use disorder for a student at a school site or at an off-campus clinic, mobile counseling service, or similar district-arranged location, the district may seek reimbursement from the student's health care service plan, in accordance with the requirements of Health and Safety Code 1374.722.

The district shall maintain records and supporting documentation including, but not limited to, records of the type and extent of services provided to a Medi-Cal beneficiary in accordance with law. (22 CCR 51270, 51476)

CSBA NOTE: 22 CCR 51270 requires federal reimbursements to be reinvested in health and social services for students and their families, as provided below. This requirement does not apply to reimbursements received under the Medi-Cal Administrative Activities (MAA) program described in the following section.

Any federal funds received by the district as reimbursement for the costs of services under the Medi-Cal billing option shall be reinvested in approved services for students and their families. The Superintendent or designee shall consult with a local school-linked services collaborative group regarding decisions on reinvestment of federal funds. (22 CCR 51270)

CSBA NOTE: 22 CCR 51270 requires that districts submit an annual report, as described below, as a condition of continued participation as a Medi-Cal provider. The deadline for this annual report is specified in the program provider participation agreement that districts enter into with DHCS.

The Superintendent or designee shall submit an annual report to DHCS to identify participants in the community collaborative, provide a financial summary including reinvestment expenditures, and describe service priorities for the future. (22 CCR 51270)

Medi-Cal Administrative Activities

CSBA NOTE: The following optional section is for use by districts that participate in the MAA program administered by DHCS pursuant to Welfare and Institutions Code 14132.47. Under this program, districts providing Medi-Cal-covered health services may be reimbursed for some of their administrative and outreach costs. This section reflects program requirements described in the [DHCS's "California School-Based Medi-Cal Administrative Activities Manual published by DHCS," available on its website.](#)

Districts may receive assistance with Medi-Cal administrative billing through ~~CSBA's~~[CSBA's](#) Practi-Cal program. See ~~CSBA's web site~~[CSBA's website](#) for further information.

The district shall apply for reimbursement for activities identified by DHCS which are related to the administration of the Medi-Cal program. Such activities include, but are not be limited to, outreach, translation for Medi-Cal services, facilitation of applications, arrangement of nonemergency and nonmedical transportation of eligible individuals, program planning and policy development, claims coordination and administration, training, and general administration.

Appropriate staff shall receive training in administrative claiming categories and related activities.

CSBA NOTE: The district must submit claims through either a local educational agency consortium (i.e., one of the service regions of the California County Superintendent Educational Services Association) or a local governmental agency (i.e., county or chartered city) that has contracted with DHCS. The district may modify the following two paragraphs to reflect the appropriate entity or agency.

To receive reimbursement for Medi-Cal administrative activities, the Superintendent or designee shall, on a quarterly basis, submit an invoice to the local educational consortium or local governmental agency through which the district has contracted.

CSBA NOTE: The MAA program requires randomly selected employees who perform MAA activities as a normal part of their job duties to complete a random-moment time study which is used to determine the work effort of all time study participants over a given time period. Further information regarding the required procedure is available on the DHCS ~~web site~~[website](#).

In addition, the Superintendent or designee shall submit to the local educational consortium or local governmental agency, and shall update each quarter, a roster of all employees who perform direct Medi-Cal services or administrative activities. When notified by the local educational consortium or local governmental agency of the date and time that a random-moment time survey must be conducted by a particular employee, the Superintendent or designee shall coordinate the completion and submission of the survey in accordance with DHCS timelines and procedures.

The Superintendent or designee shall maintain an audit file containing random-moment time survey documentation and other records specified by DHCS. Such documentation shall be kept for three years after the end of the quarter in which expenditures were incurred or, if an audit is in progress, until the completion of the audit.

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
17 CCR 2950-2951	Hearing tests
17 CCR 6800-6874	Child Health and Disability Prevention program; health assessments
22 CCR 51009	Confidentiality
22 CCR 51050-51192	Definitions of Medi-Cal providers and services
22 CCR 51200	Requirements for providers
22 CCR 51231.2	Wheelchair van requirements
22 CCR 51270	Local educational agency provider; conditions for participation
22 CCR 51304	Limitations on specified benefits
22 CCR 51309	Psychology, physical therapy, occupational therapy, speech pathology, audiological services
22 CCR 51323	Medical transportation services
22 CCR 51351	Targeted case management services
22 CCR 51360	Local educational agency; types of services
22 CCR 51491	Local educational agency eligibility for payment
22 CCR 51535.5	Reimbursement to local educational agency providers
Ed. Code 49073-49079	Privacy of student records
Ed. Code 49423.5	Specialized physical health care services
Ed. Code 49557.2-49558	Eligibility for free and reduced-price meals; sharing information with Medi-Cal
Fam. Code 6920-6930	Consent by minor for medical treatment
Gov. Code 95020	Individualized family service plan
H&S Code 104830-104865	School-based application of fluoride or other tooth decay-inhibiting agent
H&S Code 121020	HIV/AIDS testing and treatment; parental consent for minor under age 12
H&S Code 123110	Minor's right to access health records
H&S Code 123115	Limitation on parent/guardian access to minor's health records
H&S Code 123800-123995	California Children's Services Act
H&S Code 124025-124110	Child Health and Disability Prevention Program

H&S Code 124172-124174.6	Public School Health Center Support Program
H&S Code 124260	Mental health services; consent by minors age 12 and older
H&S Code 130300-130317	Health Insurance Portability and Accountability Act (HIPAA)
<u>W&I Code 5961-5961.5</u>	<u>Children and Youth Behavioral Health Initiative Act</u>
W&I Code 14059.5	Definition of "medically necessary"
W&I Code 14115	Medi-Cal claims process
W&I Code 14115.8	LEA Medi-Cal Billing Option; program guide
W&I Code 14124.90	Third-party health coverage
W&I Code 14132.06	Covered benefits; health services provided by local educational agencies
W&I Code 14132.47	Administrative claiming process and targeted case management
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
42 CFR 431.300	Use and disclosure of information on Medicaid applicants and recipients
42 USC 1320c-9	Prohibition against disclosure of records
42 USC 1397aa-1397mm	State Children's Health Insurance Program
45 CFR 164.500-164.534	Privacy of individually identifiable health information
Management Resources	Description
CA Department of Health Care Services Publication	LEA Medi-Cal <u>Billing Option Program</u> Provider Manual, <u>November 2021</u> (https://www.dhcs.ca.gov/provgovpart/Pages/LEAProviderManual.aspx)
<u>CA Dept of Health Care Services Publication</u>	<u>Policy and Procedure Letter No. 21-017R, December 2021</u> (https://www.dhcs.ca.gov/formsandpubs/Documents/PPL-21-017R-Alternative-Format-Request-Requirements.pdf)
<u>CA Dept of Health Care Services Publication</u>	<u>Policy and Procedure Letter No. 23-004, February 2023</u> (https://www.dhcs.ca.gov/formsandpubs/Documents/PPL23-004-Alternative-Format-Extension.pdf)
CA Dept of Health Care Services Publication	California School-Based Medi-Cal Administrative Activities Manual (https://www.dhcs.ca.gov/provgovpart/Pages/SMAAManual.aspx)
<u>CA Health and Human Services Publication</u>	<u>Children and Youth Behavioral Health Initiative, 2021</u> (https://www.chhs.ca.gov/wp-content/uploads/2021/12/Children-and-Youth-Behavioral-Health-Initiative-Brief.pdf)
CA School-Based Health Alliance Publication	Documenting the Link Between School-Based Health Centers and Academic Success, May 2014
CA School-Based Health Alliance Publication	How to Fund Health Services in Your School District, September 2014
California Department of Education Publication	Health <u>Education</u> Framework for California Public Schools, Kindergarten Through Grade Twelve, <u>May 2019</u> (https://www.cde.ca.gov/ci/he/cf/documents/healthedframework2019.pdf)

<p>CSBA US Dept of Health and Human Services Publication</p>	<p>Expanding Access to School Health Services: Policy Considerations for Governing Boards, November 2008 Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 18, 2022</p> <p>https://www.medicaid.gov/federal-policy-guidance/downloads/sbscib081820222.pdf</p>
<p>CSBA US Dept of Health and Human Services Publication</p>	<p>Promoting Oral Health for California's Students: New Role, New Opportunities for Schools, Policy Brief, November 2008 Centers for Medicare & Medicaid Services Informational Bulletin, Information on School-Based Services in Medicaid: Funding, Documentation and Expanding Services, August 2022</p> <p>https://www.medicaid.gov/federal-policy-guidance/downloads/sbscib081820222.pdf</p>
<p>National Center For Youth Law Publication</p>	<p>Confidential Medical Release: Frequently Asked Questions from Schools and Districts, November 2015</p>
<p>Website</p>	<p>CSBA District and County Office of Education Legal Services</p>
<p>Website</p>	<p>CSBA, Practi-Cal Program</p>
<p>Website</p>	<p>California School-Based Health Alliance</p>
<p>Website</p>	<p>Center for Health and Health Care in Schools</p>
<p>Website</p>	<p>Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study</p>
<p>Website</p>	<p>Centers for Medicare and Medicaid Services</p>
<p>Website</p>	<p>California County Superintendents Educational Services Association</p>
<p>Website</p>	<p>National Center for Youth Law</p>
<p>Website</p>	<p>California School Nurses Organization</p>
<p>Website</p>	<p>California Department of Education, Health Services and School Nursing</p>
<p>Website</p>	<p>California Department of Health Care Services</p>
<p>Website</p>	<p>California Department of Public Health</p>
<p>Website</p>	<p>California Department of Health and Human Services (https://www.chhs.ca.gov/)</p>
<p>Website</p>	<p>CSBA</p>

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records

1400	Relations Between Other Governmental Agencies And The Schools
3514	Environmental Safety
3514	Environmental Safety
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4119.41	Employees With Infectious Disease
4119.43	Universal Precautions
4119.43	Universal Precautions
4157	Employee Safety
4157	Employee Safety
4219.41	Employees With Infectious Disease
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4319.41	Employees With Infectious Disease
4319.43	Universal Precautions
4319.43	Universal Precautions
4357	Employee Safety
4357	Employee Safety
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
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
5125	Student Records
5125	Student Records
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs

5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.25	Availability Of Condoms
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5143	Insurance
5143	Insurance
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
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.2	Guidance/Counseling Services
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
6177	Summer Learning Programs
6184	Continuation Education
6184	Continuation Education

Policy 5145.6: Parent/Guardian Notifications

Status: ADOPTED

Original Adopted Date: 03/01/2007 | Last Revised Date: 07~~06~~/01/2020~~2023~~ | Last Reviewed Date: 07~~06~~/01/2020~~2023~~

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote parental understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

CSBA NOTE: The following paragraph applies to notices required for certain federal programs, including, but not necessarily limited to, Title I notices pursuant to 20 USC 6311 and 6312, notices regarding the rights of parents/guardians of students with disabilities pursuant to 34 CFR 300.503 and 300.504, and notices of the educational rights of ~~homeless~~ students experiencing homelessness pursuant to 42 USC 11432. The following paragraph may be revised to reflect district practice.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

CSBA NOTE: Pursuant to state and federal antidiscrimination laws, including the Americans with Disabilities Act (42 USC 12101; 28 CFR 35) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794), auxiliary aides and services must be provided to qualified individuals with disabilities to enable those individuals to effectively communicate and participate in public programs, services, or activities. For example, for the Medi-Cal Program, the Department of Health Care Services (DHCS), the state agency that administers the program, has issued Policy and Procedure Letters No. 21-

[017R and No. 23-004, which require districts to develop a plan to meet these alternative format requirements. For more information on the Medi-Cal Program, see AR 5141.6 – School Health Services.\]](#)

[When necessary, the district shall provide notifications to qualified individuals with disabilities in alternative formats, such as braille, large front, or audio recordings, to enable such individuals to effectively participate in any program, service, or activity, as required by law.](#)

CSBA NOTE: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in either language. Education Code 48985 requires the California Department of Education (CDE) to notify districts, by August 1 of each year, of the schools and the languages for which the translation of notices is required based on census data submitted to the CDE in the preceding fiscal year.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
22 CCR 101218.1	Child care licensing; parent/guardian rights
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services

5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
Civ. Code 1798.29	District records; breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners; parental consultation
Ed. Code 313.2	Long-term English learner; notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability

Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
<u>Ed. Code 35292.6</u>	<u>School maintenance</u>
Ed. Code 37616	<u>Notice of public hearing on year-round schedule</u> <u>Consultation regarding year-round schedule</u>
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization and exclusion from attendance
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students

Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
<u>Ed. Code 48986</u>	<u>Safe storage of firearms</u>
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record
Ed. Code 49069	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
<u>Ed. Code 49392</u>	<u>Threats of homicide at school</u>

Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
<u>Ed. Code 49452.6</u>	<u>Type 1 diabetes informational materials</u>
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
<u>Ed. Code 49455.5</u>	<u>Eye examination for purpose of eyeglasses</u>
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49476	Student athletes; opioid fact sheet
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
<u>Ed. Code 51225.31</u>	<u>Graduation from high school; exemption for eligible students with special needs</u>
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
<u>Ed. Code 51749.5</u>	<u>Independent study</u>
Ed. Code 51938	HIV/AIDS and sexual health instruction
<u>Ed. Code 52062</u>	<u>Local control and accountability plans and the statewide system of support</u>
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement

Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8483	Before/after school program; enrollment priorities
<u>Ed. Code 8489</u>	<u>Expulsion and suspension procedures in childcare and development services programs</u>
<u>Ed. Code 8489.1</u>	<u>Expulsion and suspension procedures in childcare and development services programs</u>
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
<u>H&S Code 1596.8555</u>	<u>Administration of child day care licensing; posting license</u>
H&S Code 1596.857	Right to enter child care facility
H&S Code 1597.16	Licensed child care centers; lead testing
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
<u>W&I Code 10228</u>	<u>Child care providers; posting of rates, discounts, and scholarships</u>

Federal

Description

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704	Impact Aid; policies and procedures related to children residing on Indian lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions, and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals

7 CFR 245.6a

Verification of eligibility for free and reduced-price meals

Management Resources

Description

U.S. Department of Agriculture
Publication

Civil Rights Compliance and Enforcement -- Nutrition
Programs and Services, FNS Instruction 113-1, 2005

Website

CSBA District and County Office of Education Legal Services

Website

U.S. Department of Agriculture, Food and Nutrition Service

Cross References

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Nondiscrimination In District Programs And Activities

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Comprehensive Safety Plan

0450

Comprehensive Safety Plan

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Local Control And Accountability Plan

0460

Local Control And Accountability Plan

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School Accountability Report Card

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Volunteer Assistance

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Volunteer Assistance

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Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

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Uniform Complaint Procedures

1312.3-E(2)

Uniform Complaint Procedures

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Fees And Charges

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Contracts

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Tobacco-Free Schools

3513.3

Tobacco-Free Schools

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Environmental Safety

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Environmental Safety

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Integrated Pest Management

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Sex Offender Notification

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Sex Offender Notification

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[Facilities Inspection](#)

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3551	Food Service Operations/Cafeteria Fund
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5113	Absences And Excuses
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5113.1	Chronic Absence And Truancy

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Exhibit 5145.6-E(1): Parent/Guardian Notifications

Status: ADOPTED

Original Adopted Date: 03/01/2018 | Last Revised Date: 03/06/01/20222023 | Last Reviewed Date: 03/06/01/20222023

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 20212022 (AB 128178, Ch. 2145, Statutes of 20212022) extends the suspension of these requirements through the 2021-222022-23 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

CSBA NOTE: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures (UCP) as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual, but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

I. Annually

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 222.5
Board Policy/Administrative Regulation #: See BP 5146
Subject: Rights and options for pregnant and parenting students

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 234.7
Board Policy/Administrative Regulation #: See BP 0410
Subject: Right to a free public year 234.7 education regardless of immigration status or religious beliefs

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 310
Board Policy/Administrative Regulation #: See BP 6142.2, See AR 6174
Subject: Information on the district's language acquisition program

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3
Board Policy/Administrative Regulation #: See AR 3514.2
Subject: Use of pesticide productproducts, active ingredients, Internetinternet address to access

information, and, if district uses certain pesticides, integrated pest management plan

When to Notify: Annually by February 1

Education or Other Legal Code: Education Code 35256, 35258

Board Policy/Administrative Regulation #: See BP 0510

Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 35291, 48980

Board Policy/Administrative Regulation #: See AR 5144, See AR 5144.1

Subject: District and site discipline rules

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 44050

Board Policy/Administrative Regulation #: See BP 4119.21, See BP 4219.21, See BP 4319.21

Subject: Code of conduct addressing employee interactions with students

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 46010.1

Board Policy/Administrative Regulation #: See AR 5113

Subject: Absence for confidential medical services

When to Notify: Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school

Education or Other Legal Code: Education Code 48929, 48980

Board Policy/Administrative Regulation #: See BP 5116.2

Subject: District policy authorizing transfer

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980

Board Policy/Administrative Regulation #: See BP 6111

Subject: Schedule of minimum days and student-free staff development days

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8

Board Policy/Administrative Regulation #: See AR 5145.7

Subject: Copy of sexual harassment policy as related to students; contact information for Title IX coordinator

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 32255-32255.6

Board Policy/Administrative Regulation #: See AR 5145.8

Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301

Board Policy/Administrative Regulation #: See BP 5111.1, See AR 5116.1, See AR 5117

Subject: All statutory attendance options, available local attendance options, options for meeting

residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Board allows such absence

Education or Other Legal Code: Education Code 48980, 46014

Board Policy/Administrative Regulation #: See AR 5113

Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 48205

Board Policy/Administrative Regulation #: See AR 5113, See BP 6154

Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 48206.3, 48207, 48208

Board Policy/Administrative Regulation #: See AR 6183

Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49403

Board Policy/Administrative Regulation #: See BP 5141.31

Subject: School immunization program

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49423, 49480

Board Policy/Administrative Regulation #: See AR 5141.21

Subject: Administration of prescribed medication

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49451; 20 USC 1232h

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Right to refuse consent to physical examination

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49471, 49472

Board Policy/Administrative Regulation #: See BP 5143

Subject: Availability of insurance

When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement

Education or Other Legal Code: Education Code 48980, 51225.3

Board Policy/Administrative Regulation #: See AR 6146.1

Subject: How district established graduation requirements do or do not satisfy college entrance A-G course criteria; district's CTE courses that satisfy A-G course criteria

When to Notify: Annually

Education or Other Legal Code: Education Code 48986, 49392

Board Policy/Administrative Regulation #: See AR 0450

Subject: Information and laws related to the safe storage of firearms and California's child access prevention laws

When to Notify: Annually

Education or Other Legal Code: Education Code 49013; 5 CCR 4622

Board Policy/Administrative Regulation #: See AR 1312.3, See BP 0460, See BP 3260

Subject: Uniform complaint procedures, available appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063

Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3

Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7

Board Policy/Administrative Regulation #: See AR 5125

Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37

Board Policy/Administrative Regulation #: See AR 5125.1

Subject: Release of directory information

When to Notify: Beginning of each

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49069.5, 51225.1

Board Policy/Administrative Regulation #: See AR 6173, AR 6173.1, AR 6173.3, AR 6175

Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, migrant students and students participating in a newcomer program.

When to Notify: Two or more times during the school year

Education or Other Legal Code: Education Code 49428

Board Policy/Administrative Regulation #: See ~~None~~BP 5141.5

Subject: How to access mental health services at school and/or in the community

When to Notify: Beginning of each school year in schools serving students in grades 6-12

Education or Other Legal Code: Education Code 49428.5

Board Policy/Administrative Regulation #: See BP 5141.5

Subject: Distribution of digitized mental health poster online

When to Notify: Annually or upon enrollment in elementary school

Education or Other Legal Code: Education Code 49452.6

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Availability of type 1 diabetes informational materials developed by the California Department of Education

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5
Board Policy/Administrative Regulation #: See AR 3553
Subject: Eligibility and application process for free and reduced price meals

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 51513, 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022, See BP 6162.8
Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify: When developing the local control and accountability plan and during the annual update of the local control and accountability plan (LCAP)

Education or Other Legal Code: Education Code 52062

Board Policy/Administrative Regulation #: See BP 0460

Subject: Opportunity to submit written comments regarding specific actions and expenditures in proposed plan or annual update

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 56301
Board Policy/Administrative Regulation #: See BP 6164.4
Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 58501, 48980
Board Policy/Administrative Regulation #: See AR 6181
Subject: Alternative schools

When/Whom to Notify: Annually

Education or Other Legal Code: Education Code 60615, 5 CCR 852

Board Policy/Administrative Regulation #: See AR 6162.51

Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year
Education or Other Legal Code: Health and Safety Code 104855
Board Policy/Administrative Regulation #: See AR 5141.6
Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When/Whom to Notify: Annually

Education or Other Legal Code: 5 CCR 852; Education Code 60615

Board Policy/Administrative Regulation #: See AR 6162.51

Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year, if district receives Title I funds
Education or Other Legal Code: 20 USC 6312; 34 CFR 200.48
Board Policy/Administrative Regulation #: See BP 4112.2, See AR 4222

Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to Notify: Beginning of each school year
Education or Other Legal Code: 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: See BP 0410, See BP 6178
Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals
Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93
Board Policy/Administrative Regulation #: See AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When to Notify: Beginning of each school year
Education or Other Legal Code: USDA [FNS Instructions 113-1](#)
[Board Policy/Administrative Regulation #: See BP 3555](#)
[Subject: Information related to the district's food service programs](#)

[When to Notify: Beginning of each school year](#)
[Education or Other Legal Code: USDA SP-23-201746-2016](#)
Board Policy/Administrative Regulation #: See AR 3551
Subject: District policy on meal payments

II. At Specific Times During the Student's Academic Career

When to Notify: Beginning in grade 7, at least once prior to course selection and career counseling
Education or Other Legal Code: Education Code 221.5; 48980
Board Policy/Administrative Regulation #: See BP 6164.2
Subject: Course selection and career counseling

When to Notify: Upon a student's enrollment
Education or Other Legal Code: Education Code 310
Board Policy/Administrative Regulation #: See BP 6142.2, See AR 6174
Subject: Information on the district's language acquisition programs

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program
Education or Other Legal Code: Education Code 32390, 48980
Board Policy/Administrative Regulation #: See AR 5142.1
Subject: Fingerprinting program

When/Whom to Notify: When participating in driver training courses under the jurisdiction of the district
Education or Other Legal Code: Education Code 35211
Board Policy/Administrative Regulation #: None
Subject: Civil liability, insurance coverage

When to Notify: Upon registration in K-6, if students have not previously been transported
Education or Other Legal Code: Education Code 39831.5
Board Policy/Administrative Regulation #: See AR 3543
Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

When to Notify: Beginning of each school year for high school students, if high school is open campus
Education or Other Legal Code: Education Code 44808.5, 48980
Board Policy/Administrative Regulation #: See BP 5112.5
Subject: Open campus

When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course Prior to satisfy graduation requirement providing an eye examination
Education or Other Legal Code: Education Code ~~48980, 51225.3~~ 49455.5
Board Policy/Administrative Regulation #: See AR ~~6146.1~~ 5141.3
Subject: How each school graduation requirement does Upcoming eye examinations at school site, including form on which parent/guardian may indicate lack of consent

When to Notify: When a parent/guardian request for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or does not satisfy college entrance a-g course criteria; districts CTE courses that satisfy a-g course criteria

Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: To be included in AR 5141.21
Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When to Notify: Upon a student's enrollment
Education or Other Legal Code: Education Code 49063
Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3
Subject: Specified rights related to student records

When to Notify: When students enter grade 7
Education or Other Legal Code: Education Code 49452.7
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Specified information on type 2 diabetes

When to Notify: When in kindergarten, or first grade if not previously enrolled in public school
Education or Other Legal Code: Education Code 49452.8
Board Policy/Administrative Regulation #: See AR 5141.32
Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

When to Notify: Before grade 12
Education or Other Legal Code: Education Code 51225.8
Board Policy/Administrative Regulation #: See AR 6143
Subject: Completion and submission of FAFSA and CADAA

When to Notify: Beginning of each school year for students in grades 9-12
Education or Other Legal Code: Education Code 51229, 48980
Board Policy/Administrative Regulation #: See AR 6143, [BP 6178](#)
Subject: UC and CSU College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to Notify: Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year
Education or Other Legal Code: Education Code 51938, 48980
Board Policy/Administrative Regulation #: See AR 6142.1
Subject: Sexual health and HIV prevention education; right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

When to Notify: Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year
Education or Other Legal Code: Education Code 60641.1, 5 CCR 863
Board Policy/Administrative Regulation #: See AR 6162.51
Subject: Results of tests; test purpose, individual score and intended use

When/Whom to Notify: By October 15 for students in grade 12
Education or Other Legal Code: Education Code 69432.9
Board Policy/Administrative Regulation #: See AR 5121, See AR 5125
Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

[When to Notify: Upon enrollment in a California State Preschool program](#)
[Education or Other Legal Code: Education Code 8489.1](#)
[Board Policy/Administrative Regulation #: See AR 5148.3](#)
[Subject: Limitations on disenrollment, including expulsion and suspension and how to file an appeal in the event of expulsion or suspension](#)

When to Notify: When child is enrolled or reenrolled in a licensed child care center or preschool
Education or Other Legal Code: Health and Safety Code 1596.7996
Board Policy/Administrative Regulation #: See AR 5148
Subject: Information on risks and effects of lead exposure, blood lead testing

When to Notify: When child is enrolled in kindergarten
Education or Other Legal Code: Health and Safety Code 124100, 124105
Board Policy/Administrative Regulation #: See AR 5141.32
Subject: Health screening examination

When to Notify: To students in grades 11-12, early enough to enable registration for fall test
Education or Other Legal Code: 5 CCR 11523
Board Policy/Administrative Regulation #: See AR 6146.2
Subject: Notice of proficiency examination provided under Education Code 48412

When to Notify: To secondary students, if district receives Title I funds
Education or Other Legal Code: 20 USC 7908
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Request that district not release student's name, address, and phone number to military recruiters without prior written consent

III. When Special Circumstances Occur

When to Notify: In the event of a breach of security of district records, ~~security of district records,~~
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: See BP 3580
Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination
Education or Other Legal Code: Education Code 262.3
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Civil law remedies available to complainants

When to Notify: When determining whether an English learner should be reclassified as fluent English proficient
Education or Other Legal Code: Education Code 313.5, 5 CCR 11303
Board Policy/Administrative Regulation #: See AR 6174
Subject: Description of reclassification process, opportunity for parent/guardian to participate

When to Notify: When Student is identified as English learner and district receives ~~Titles~~ Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year
Education or Other Legal Code: Education Code 313.2, 440.2, 20 USC 6312
Board Policy/Administrative Regulation #: See AR 6174
Subject: Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program

When to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: See BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When to Notify: When homeless or foster youth applies for enrollment in before/after school program
Education or Other Legal Code: Education Code 8483
Board Policy/Administrative Regulation #: See AR 5178.2
Subject: Right to priority enrollment how to request priority enrollment

When to Notify: When a child in a California State Preschool program exhibits persistent and serious challenging behaviors
Education or Other Legal Code: Education Code 8489.1
Board Policy/Administrative Regulation #: See AR 5148.3
Subject: Description of the child's behaviors and program plan for maintaining the child's safe participation in program and expulsion/unenrollment process

When to Notify: At least 24 hours before the effective date of suspending or expelling a child from a California State Preschool program
Education or Other Legal Code: Education Code 8489.1
Board Policy/Administrative Regulation #: See AR 5148.3
Subject: "Notice of Action, Recipient of Services," as described in 5 CCR 17783

When to Notify: Before high school student attends specialized secondary program on a university campus

Education or Other Legal Code: Education Code 17288

Board Policy/Administrative Regulation #: None

Subject: University campus buildings may not meet Education Code requirements for structural safety

When to Notify: At least 72 hours before use of pesticide product not included in annual list

Education or Other Legal Code: Education Code 17612

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Intended use of pesticide product

When to Notify: To members of athletic teams

Education or Other Legal Code: Education Code 32221.5

Board Policy/Administrative Regulation #: See AR 5143

Subject: Offer of insurance; no-cost and low-cost program options

When to Notify: Annually to parents/guardians of student athletes before participation in competition

Education or Other Legal Code: Education Code 33479.3

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Information on sudden cardiac arrest

When to Notify: If school has lost its WASC accreditation status

Education or Other Legal Code: Education Code 35178.4

Board Policy/Administrative Regulation #: See BP 6190

Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising

Education or Other Legal Code: Education Code 35182.5

Board Policy/Administrative Regulation #: See BP 3312

Subject: Advertising will be used in the classroom or learning center

When to Notify: At least six months before implementing a schoolwide uniform policy

Education or Other Legal Code: Education Code 35183

Board Policy/Administrative Regulation #: See AR 5132

Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a year-round schedule

Education or Other Legal Code: Education Code 37616

Board Policy/Administrative Regulation #: See BP 6117

Subject: Public hearing on year-round schedule

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days

Education or Other Legal Code: Education Code 46601

Board Policy/Administrative Regulation #: See AR 5117

Subject: Appeal process

When to Notify: Before early entry to transitional kindergarten or kindergarten, if early entry offered

Education or Other Legal Code: Education Code 48000

Board Policy/Administrative Regulation #: See AR 5111, See AR 6170.1

Subject: Effects, advantages and disadvantages of early entry

When to Notify: When student identified as being at risk of retention

Education or Other Legal Code: Education Code 48070.5

Board Policy/Administrative Regulation #: See AR 5123

Subject: Student at risk of retention

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health

Education or Other Legal Code: Education Code 48213

Board Policy/Administrative Regulation #: See AR 5112.2

Subject: Student has been excluded from school

When to Notify: Before already admitted student is excluded for lack of immunization

Education or Other Legal Code: Education Code 48216; 17 CCR 6040

Board Policy/Administrative Regulation #: See AR 5141.31

Subject: Need to submit evidence of immunization or exemption within 10 school days; referral to medical care

When to Notify: When a student is classified as truant

Education or Other Legal Code: Education Code 48260.5, 48262

Board Policy/Administrative Regulation #: See AR 5113.1

Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to Notify: When a truant is referred to a SARB or probation department

Education or Other Legal Code: Education Code 48263

Board Policy/Administrative Regulation #: See AR 5113.1

Subject: Name and address of SARB or probation department and reason for referral

When/Whom to Notify: When student requests to voluntarily transfer to continuation school

Education or Other Legal Code: Education Code 48432.3

Board Policy/Administrative Regulation #: See AR 6184

Subject: Copy of district policy and regulation on continuation education

When to Notify: Prior to involuntary transfer to continuation school

Education or Other Legal Code: Education Code 48432.5

Board Policy/Administrative Regulation #: See AR 6184

Subject: Right to require meeting prior to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin

Education or Other Legal Code: Education Code 48853.5
Board Policy/Administrative Regulation #: See AR 6173.1
Subject: Basis for the placement recommendation

When to Notify: When a foster youth or an Indian child receives a suspension, expulsion, manifestation determination, or involuntary transfer

Education or Other Legal Code: Education Code 48853.5

Board Policy/Administrative Regulation #: See AR 6173.1, AR 6173.4

Subject: Suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information to a foster youth's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, the child's county social worker

When to Notify: When student is removed from class and teacher requires parental attendance at school

Education or Other Legal Code: Education Code 48900.1

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Parental attendance required; timeline for attendance

When to Notify: Prior to withholding grades, diplomas, or transcripts

Education or Other Legal Code: Education Code 48904

Board Policy/Administrative Regulation #: See AR 5125.2

Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student

Education or Other Legal Code: Education Code 48904.3

Board Policy/Administrative Regulation #: See AR 5125.2

Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer

Education or Other Legal Code: Education Code 48906

Board Policy/Administrative Regulation #: See BP 5145.11

Subject: Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse

When to Notify: At time of suspension

Education or Other Legal Code: Education Code 48911

Board Policy/Administrative Regulation #: See BP 5144.1, See AR 5144.1

Subject: Notice of suspension

When to Notify: When original period of suspension is extended

Education or Other Legal Code: Education Code 48911

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Extension of suspension

When to Notify: At the time a student is assigned to a supervised suspension classroom

Education or Other Legal Code: Education Code 48911.1

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: The student's assignment to a supervised suspension classroom

When to Notify: Before holding a closed session re: suspension

Education or Other Legal Code: Education Code 48912

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Intent to hold a closed session re: suspension

When to Notify: When a student expelled from another district for certain acts seeks admission

Education or Other Legal Code: Education Code 48915.1, 48918

Board Policy/Administrative Regulation #: See BP 5119

Subject: Hearing re: possible danger presented by expelled student

When to Notify: When readmission is denied

Education or Other Legal Code: Education Code 48916

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs

Education or Other Legal Code: Education Code 48916

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Readmission procedures

When to Notify: At least 10 calendar days before expulsion hearing

Education or Other Legal Code: Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs

Education or Other Legal Code: Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to Notify: Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school

Education or Other Legal Code: Education Code 48929, 48980

Board Policy/Administrative Regulation #: See BP 5116.2

Subject: Right to request a meeting with principal or designee

When to Notify: One month before the scheduled minimum day

Education or Other Legal Code: Education Code 48980

Board Policy/Administrative Regulation #: See BP 6111

Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site

Education or Other Legal Code: Education Code 48987

Board Policy/Administrative Regulation #: See AR 5141.4

Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course
Education or Other Legal Code: Education Code 49067
Board Policy/Administrative Regulation #: See AR 5121
Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school into the district
Education or Other Legal Code: Education Code 49068
Board Policy/Administrative Regulation #: See AR 5125
Subject: Right to receive copy of student's record and a hearing to challenge content of student's records

When/Whom to Notify: When parent/guardian's challenge of student record is denied and parent/guardian appeals
Education or Other Legal Code: Education Code 49070
Board Policy/Administrative Regulation #: See AR 5125.3
Subject: If board sustains allegations, the correction of destruction of record; if denied, right to submit written objection

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity
Education or Other Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: See BP 5125
Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter
Education or Other Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: AR 5125
Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer
Education or Other Legal Code: Education Code 49076
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena
Education or Other Legal Code: Education Code 49077
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of information pursuant to court order or subpoena

When to Notify: When screening results in suspicion that student has scoliosis
Education or Other Legal Code: Education Code 49452.5
Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects

Education or Other Legal Code: Education Code 49456; 17 CCR 2951

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Vision or hearing test results

When to Notify: Within 10 days of negative balance in meal account

Education or Other Legal Code: Education Code 49557.5

Board Policy/Administrative Regulation #: See AR 3551

Subject: Negative balance in meal account; encouragement to apply for free or reduced price meals

When to Notify: Annually to parents/guardians of student athletes

Education or Other Legal Code: Education Code 49475

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Information on concussions and head injuries

When to Notify: Annually to parents/guardians of student athletes before their first practice or competition

Education or Other Legal Code: Education Code 49476

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Opioid fact sheet

When/Whom to Notify: Within 30 days of foster youth, ~~homeless youth~~ student experiencing homelessness, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12

Education or Other Legal Code: Educational Code 51225.1

Board Policy/Administrative Regulation #: See BP 6146.1, See AR 6173, See AR 6173.1, AR 6173.3, See AR 6175

Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school, transfer opportunities through California Community Colleges

When to Notify: When satisfactory educational progress in one or more independent study courses is not being made by student under 18

Education or Other Legal Code: Educational Code 51749.5

Board Policy/Administrative Regulation #: See BP 6158

Subject: Findings from evaluation to determine if it is in student's best interest to remain in independent study or whether student should be referred to an alternative program.

When to Notify: Before any test/survey questioning personal beliefs

Education or Other Legal Code: Education Code 51513

Board Policy/Administrative Regulation #: See AR 5022

Subject: Permission for test, survey questioning personal beliefs

When to Notify: At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 6142.1
Subject: Instruction in HIV prevention or sexual health by guest speaker or outside consultant

When to Notify: Prior to administering survey regarding health risks and behaviors to students in 7-12

Education or Other Legal Code: Education Code 51938
Board Policy/Administrative Regulation #: See AR 5022
Subject: Notice that the survey will be administered

When to Notify: Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency

Education or Other Legal Code: Education Code 52164.1, 52164.3; 5 CCR 11511.5
Board Policy/Administrative Regulation #: See AR 6174
Subject: Results of state test of English proficiency

When to Notify: When migrant education program is established

Education or Other Legal Code: Education Code 54444.2
Board Policy/Administrative Regulation #: See BP 6175, See AR 6175
Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: Health and Safety Code 1596.857; 22 CCR 101218.1
Board Policy/Administrative Regulation #: See AR 5148
Subject: Parent/guardian right to enter and inspect facility and other rights as specified

When to Notify: When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead

Education or Other Legal Code: Health and Safety Code 1597.16
Board Policy/Administrative Regulation #: See AR 5148
Subject: The requirement to test the facility, and the results of the test

When/Whom to Notify: When district receives Tobacco-Use Prevention Education Funds

Education or Other Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: See AR 3513.3
Subject: The district's tobacco-free schools policy and enforcement procedures

When to Notify: When testing by community water system finds presence of lead exceeding specified level

Education or Other Legal Code: Health and Safety Code 116277
Board Policy/Administrative Regulation #: See AR 3514
Subject: Elevated lead level at school

When to Notify: When sharing student immunization information with an immunization system

Education or Other Legal Code: Health and Safety Code 120440
Board Policy/Administrative Regulation #: See AR 5125
Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer

Education or Other Legal Code: Penal Code 626.81
Board Policy/Administrative Regulation #: See AR 1240, See BP 1250
Subject: Dates and times permission granted; obtaining information from law enforcement

When to Notify: When hearing is requested by person asked to leave school premises
Education or Other Legal Code: Penal Code 627.5
Board Policy/Administrative Regulation #: See AR 3515.2
Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law
Education or Other Legal Code: 5 CCR 4631
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When child participates in licensed child care and development program
Education or Other Legal Code: 5 CCR 18066
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies regarding excused and unexcused absences

When to Notify: Within 30 days of application for subsidized child care or preschool services
Education or Other Legal Code: 5 CCR [17782](#), 18094, 18118
Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3
Subject: Policies re: Approval or denial of services

When to Notify: At least 14 days before change in service or other intended action, upon recertification or update of application for child care or preschool services
Education or Other Legal Code: 5 CCR [17783](#), 18095, 18119
Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3
Subject: Policies re: Any change in service, such as in fees, amount of service, termination of service

When to Notify: Upon child's enrollment in child care program
Education or Other Legal Code: 5 CCR 18114
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: Policy on fee collection

When to Notify: When payment of child care fees is seven days late
Education or Other Legal Code: 5 CCR 18114
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: Notice of delinquent fees

When to Notify: When district substantively changes policy on student privacy rights
Education or Other Legal Code: 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022
Subject: Notice of any substantive change in policy or regulation

When to Notify: For districts receiving Title I funds, when a child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught
Education or Other Legal Code: 20 USC 6312
Board Policy/Administrative Regulation #: See AR 4112.24
Subject: Timely notice to parent/guardian of child's assignment

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of

school year, to parents/guardians of English learners

Education or Other Legal Code: 20 USC 6312

Board Policy/Administrative Regulation #: See AR 6174

Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy

Education or Other Legal Code: 20 USC 6318

Board Policy/Administrative Regulation #: See AR 6020

Subject: Notice of policy

When to Notify: When district ~~receives~~receives Impact Aid funds for students residing on Indian lands, to ~~parents~~parents/guardians of Indian children

Education or Other Legal Code: 20 USC 7704; 34 CFR 222.94

Board Policy/Administrative Regulation #: See AR 3231

Subject: Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments

When to Notify: When household is selected for verification of eligibility for free or reduced-price meals

Education or Other Legal Code: 42 USC 1758; 7 CFR 245.6a

Board Policy/Administrative Regulation #: See AR 3553

Subject: Need to submit verification information; any subsequent change in benefits; appeals

When/Whom to Notify: When student is homeless or unaccompanied minor

Education or Other Legal Code: ~~42 USC 11432~~; Education Code 48852.5, 42 USC 11432

Board Policy/Administrative Regulation #: See AR 6173

Subject: Educational and related opportunities; transportation services; placement decision and right to appeal; duties of district liaison; public notice

When to Notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30

Education or Other Legal Code: 34 CFR 99.34

Board Policy/Administrative Regulation #: See AR 5125

Subject: Right to receive records and an opportunity for hearing upon request

When to Notify: When student complains of sexual harassment

Education or Other Legal Code: 34 CFR 106.44, 106.45

Board Policy/Administrative Regulation #: See AR 5145.7

Subject: Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of ~~complaint~~complaint if applicable

When to Notify: When district receives federal funding assistance for nutrition program

Education or Other Legal Code: USDA FNS Instruction 113-1

Board Policy/Administrative Regulation #: See BP 3555

Subject: Rights and responsibilities, nondiscrimination policy, complaint procedures

IV. Special Education Notices

When to Notify: Prior to a student with disabilities beginning tenth grade

Education or Other Legal Code: Educational Code 51225.31
Board Policy/Administrative Regulation #: See BP 6146.1
Subject: Exemption from local graduation requirements

When to Notify: Prior to conducting initial evaluation
Education or Other Legal Code: Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415 (d); 34 CFR 300.502, 300.503
Board Policy/Administrative Regulation #: See BP 6159.1, See AR 6159.1, See AR 6164.4
Subject: Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

When/Whom to Notify: Before functional behavioral assessment begins
Education or Other Legal Code: Education Code 56321
Board Policy/Administrative Regulation #: See AR 6159
Subject: Notification and consent

When to Notify: 24 hours before IEP when district intending to record
Education or Other Legal Code: Education Code 56341.1
Board Policy/Administrative Regulation #: See AR 6159
Subject: Intention to audio-record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting
Education or Other Legal Code: Education Code 56341.5; 34 CFR 300.322
Board Policy/Administrative Regulation #: See AR 6159
Subject: Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent/guardian orally requests review of IEP
Education or Other Legal Code: Education Code 56343.5
Board Policy/Administrative Regulation #: See AR 6159
Subject: Need for written request

When to Notify: Within one school day of emergency intervention or serious property damage
Education or Other Legal Code: Education Code 56521.1
Board Policy/Administrative Regulation #: See AR 6159.4
Subject: Emergency intervention

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services
Education or Other Legal Code: 20 USC 1415(c); 34 CFR 300.300, 300.503
Board Policy/Administrative Regulation #: See AR 6159, See AR 6159.1
Subject: Prior written notice

When/Whom to Notify: Upon filing of state complaint
Education or Other Legal Code: 20 USC 1415(d), 34 CFR 300.504
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Procedural safeguards notice

When/Whom to Notify: When disciplinary measures are taken or a change in placement
Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.530
Board Policy/Administrative Regulation #: See AR 5144.2

Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing
Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.508
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Child's name, address, school, description of problem, proposed resolution

When to Notify: Eligibility for services under Section 504
Education or Other Legal Code: 34 CFR 104.32, 104.36
Board Policy/Administrative Regulation #: See AR 6164.6
Subject: District responsibilities, district actions, procedural safeguards

V. Classroom Notices

~~When~~ Where to ~~Notify~~ Post: In all district schools and offices, including staff lounges and student government meeting rooms
Education or Other Legal Code: Education Code 234.1
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Uniform complaint procedures board policy and administrative regulation

~~When~~ Where to ~~Notify~~ Post: In each classroom used for license exempt California State Preschool Program
Education or Other Legal Code: Education Code 8212
Board Policy/Administrative Regulation #: See AR/E 1312.3
Subject: Health and safety requirements for preschool programs; where to get complaint form

~~When to Notify~~: In each classroom in each school
~~Education or Other Legal Code~~: Education Code 35186
~~Board Policy/Administrative Regulation #~~: See AR/E 1312.4
~~Subject~~: Complaints subject to Williams uniform complaint procedures

~~When to Notify~~ Where to Post: In each classroom in each school
Education or Other Legal Code: Education Code 35186
Board Policy/Administrative Regulation #: See AR/E 1312.4
Subject: Complaints subject to Williams uniform complaint procedures

~~When to Notify~~: Where to Post: In any school serving any of grades 6-12, in a prominent and conspicuous location in every restroom required to stock menstrual products.
Education or Other Legal Code: Education Code 35292.6
Board Policy/Administrative Regulation #: See AR 3517
Subject: Requirement to stock and make available free of cost an adequate supply of menstrual products that includes email address and telephone number for a designated individual responsible for maintaining requisite supply of menstrual products

Where to Post In a licensed child care and development center at a location accessible to parents/guardians
Education or Other Legal Code: Health and Safety Code ~~596~~1596.857
Board Policy/Administrative Regulation #: See AR 5148
Subject: Parent/guardian right to inspect, prohibition against retaliation, right to file complaint; registered sex offender database available to public; review licensing reports of facility visits and substantiated complaints against facility

Where to Post: [In a prominent, publicly accessible location in the child care facility](#)
Education or Other Legal Code: [Health and Safety Code 1596.8555](#)
Board Policy/Administrative Regulation #: [See AR 5148](#)
Subject: [Child care license](#)

Where to Post: [In a prominent location adjacent to child care license at facility](#)
Education or Other Legal Code: [Welfare and institutions Code 10228](#)
Board Policy/Administrative Regulation #: [See AR 5148](#)
Subject: [Rates, discounts, or scholarship policies](#)

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
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
22 CCR 101218.1	Child care licensing; parent/guardian rights
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 17782	Notice of Action; application for services
5 CCR 17783	Notice of Action; recipient of services
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments

5 CCR 863	Reports of state assessment results
Civ. Code 1798.29	District records; breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners; parental consultation
Ed. Code 313.2	Long-term English learner; notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
<u>Ed. Code 35292.6</u>	<u>School maintenance</u>

Ed. Code 37616	Notice of public hearing on year-round schedule <u>Consultation regarding year-round schedule</u>
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization and exclusion from attendance
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct

Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
<u>Ed. Code 48986</u>	<u>Safe storage of firearms</u>
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record
Ed. Code 49069	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
<u>Ed. Code 49392</u>	<u>Threats of homicide at school</u>

Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
<u>Ed. Code 49452.6</u>	<u>Type 1 diabetes informational materials</u>
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
<u>Ed. Code 49455.5</u>	<u>Eye examination for purpose of eyeglasses</u>
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49476	Student athletes; opioid fact sheet
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 49510-49520	Duffy-Mosccone Family Nutrition Education and Services Act of 1970
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
<u>Ed. Code 51225.31</u>	<u>Graduation from high school; exemption for eligible students with special needs</u>
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
<u>Ed. Code 51749.5</u>	<u>Independent study</u>
Ed. Code 51938	HIV/AIDS and sexual health instruction
<u>Ed. Code 52062</u>	<u>Local control and accountability plans and the statewide system of support</u>
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills

Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8483	Before/after school program; enrollment priorities
<u>Ed. Code 8489</u>	<u>Expulsion and suspension procedures in childcare and development services programs</u>
<u>Ed. Code 8489.1</u>	<u>Expulsion and suspension procedures in childcare and development services programs</u>
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
<u>H&S Code 1596.8555</u>	<u>Administration of child day care licensing; posting license</u>
H&S Code 1596.857	Right to enter child care facility
H&S Code 1597.16	Licensed child care centers; lead testing

Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration
<u>W&I Code 10228</u>	<u>Child care providers; posting of rates, discounts, and scholarships</u>
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7704	Impact Aid; policies and procedures related to children residing on Indian lands
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 200.48	Teacher qualifications
34 CFR 222.94	Impact Aid; district responsibilities
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records; disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information

34 CFR 99.7	Student records; annual notification
40 CFR 763.84	Asbestos inspections, response actions, and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals
Management Resources	Description
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3312	Contracts

3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
<u>3517</u>	<u>Facilities Inspection</u>
3543	Transportation Safety And Emergencies
<u>3550</u>	<u>Food Service/Child Nutrition Program</u>
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
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4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
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5020	Parent Rights And Responsibilities
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5022	Student And Family Privacy Rights

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5113	Absences And Excuses
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5113.1	Chronic Absence And Truancy
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5117	Interdistrict Attendance
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5123	Promotion/Acceleration/Retention
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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
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions

5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
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5144.1	Suspension And Expulsion/Due Process
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Policy 5148: Child Care And Development

Status: ADOPTED

Original Adopted Date: 03/01/2009 | Last Revised Date: ~~12/06/01/2021~~2023 | Last Reviewed Date: ~~12/06/01/2021~~2023

CSBA NOTE: The following optional policy may be revised to reflect the type(s) of child care and development programs offered by the district.

The Child Care and Development Services Act (Welfare and Institutions Code 10207-~~10490~~[10492.2](#)) establishes a variety of child care programs including resource and referral programs (Welfare and Institutions Code 10217-10224.5; 5 CCR 18240-~~18248~~[18249](#)), alternative payment programs (Welfare and Institutions Code 10225-10234; 5 CCR 18220-18231), migrant child care and development programs (Welfare and Institutions Code 10235-10238), general child care and development programs (Welfare and Institutions Code 10240-10243), and programs for children with special needs (Welfare and Institutions Code 10260-10263).

Pursuant to ~~Welfare and Institutions Code 10200-10206~~, effective July 1, 2021, the state's responsibility

The Early Education Expansion Program (Education Code 8337, as amended by AB 210 (Ch. 62, Statutes of 2022)) provides grant funding, as specified, until June 30, 2027, for administering these the purpose of increasing access to inclusive early care and education programs transferred from . Additionally, the California Department of Education (CDE) has developed a Universal Prekindergarten resources landing page, "Universal Prekindergarten (UPK), California's Great Start," designed for use by districts that operate California State Preschool Programs (CSPP), Head Start programs, transitional kindergarten, and child care providers.

Effective July 1, 2021, administrative authority over the state's child care and development programs was statutorily transferred from CDE to the California Department of Social Services (CDSS). AB 131 (Ch. 116, Statutes of 2021) repeals the), pursuant to Welfare and Institutions Code 10200-10206. Accordingly, the related statutes governing such programs were repealed from the Education Code and reenacts them reenacted in the Welfare and Institutions Code. Pursuant to Welfare and Institutions Code 10205, all existing regulations relating to child care programs that have been adopted by CDE are expressly continued in force, unless they conflict with law.

Education Code 8207, as added by AB 131, Additionally, pursuant to Welfare and Institutions Code 10206, as amended by AB 210, the date by which CDE and CDSS are required to adopt implementing regulations related to early childhood development has been extended to December 31, 2025.

Education Code 8207 clarifies that the Superintendent of Public Instruction (SPI) and CDE retain administrative supervision of the California State Preschool Program (CSPP). CSPP.

For requirements pertaining to before-school and after-school programs, including the After-School Education and Safety program (Education Code 8482-8484.65) and, 21st Century Community Learning Centers (Education Code 8484.7-8484.8), and Expanded Learning Opportunities Program (Education Code 46120), see BP/AR 5148.2 - Before/After School

Programs. For requirements pertaining to preschool programs for children ages 3-4 pursuant to the CSPP, as amended by AB 130 (Ch. 44, Statutes of 2021) and AB 131, (Education Code 8200-8340) see BP/AR 5148.3 - Preschool/Early Childhood Education.

The Governing Board desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

The Board shall enter into a contract with the California Department of Social Services (CDSS) for the provision of child care and development services by the district.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Welfare and Institutions Code 10480-10487, as amended and renumbered by AB 131, establish county-level child care and development planning councils, with members selected by the County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care and to develop policies to meet identified needs.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

CSBA NOTE: Pursuant to 5 CCR 18271, the district must have a written philosophical statement, goals, and objectives, approved by the Governing Board, which address each program component specified in 5 CCR 18272-18281. See the accompanying administrative regulation for required program components.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

CSBA NOTE: AB 131 allocates additional funds to provide subsidized child care programs with COVID-19 pandemic-related assistance. To receive the additional funding, a child care program that is funded to be operational, but which is physically closed by local or state public health order or guidance due to the COVID-19 pandemic, is required to provide distance learning services as specified by CDSS.

When a district child care program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning when required to do so as a condition of funding or when required by law.

Eligibility and Enrollment

CSBA NOTE: Pursuant to 5 CCR 18105, districts contracting to offer child care services are mandated to develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218, as provided below. See the accompanying administrative regulation for additional language that fulfills this mandate.

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

CSBA NOTE: Welfare and Institutions Code 10271 and 5 CCR 18106 establish eligibility criteria and priorities for subsidized child care services, as provided below and in the accompanying administrative regulation.

Eligibility is generally limited to children who reside within district boundaries. However, Welfare and Institutions Code 10332 and 5 CCR 18107 authorize the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized child care ~~is~~[services are](#) provided to eligible families to the extent that state and/or federal funding is available and in accordance with enrollment priorities specified in Welfare and Institutions Code 10271 and 5 CCR 18106.

CSBA NOTE: The following paragraph is optional and may be revised to reflect any district-established priorities for nonsubsidized services.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

~~CSBA NOTE: Pursuant to Education Code 48000, as amended by AB 130, a child's eligibility for transitional kindergarten enrollment may not impact family eligibility for a preschool or childcare program.~~

A child's eligibility for transitional kindergarten enrollment shall not impact family eligibility for a childcare or preschool program. (Education Code 48000)

Staffing

CSBA NOTE: The Commission on Teacher Credentialing ([CTC](#)) issues permits for child development program directors, site supervisors, master teachers, teachers, associate teachers, and assistants pursuant to criteria established in Welfare and Institutions Code 10380 - ~~10387.5~~ and 5 CCR 80105-80125. The district may request a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Welfare and Institutions Code 10213.5 and 5 CCR 18295.

[Additionally, CTC has adopted 5 CCR 80067, 80067.1, and 80067.2, which are pending approval by the Office of Administrative Law, pertaining to the prekindergarten-grade 3 early childhood education specialist credential, that include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers to support UPK; see CTC Coded Correspondence 23-02 for more information regarding the regulations.](#)

Health and Safety Code 1596.7995 requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055 requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

[Welfare and Institutions Code 10208 specifies indicators for the implementation of quality programs, which, as amended by AB 210, requires that staff have the appropriate and required training, or any combination of qualifications, experience, or training.](#)

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications, [experience, and training](#), and have satisfied all legal requirements.

Facilities

CSBA NOTE: Optional ~~items~~Items #1-5 below present examples of methods that may be used to provide facilities for child care services and may be revised to reflect district practice.

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing district facilities that have capacity
2. Renovation or improvement of district facilities to make them suitable for such services
3. Purchase of relocatable child care facilities
4. Inclusion of child care facilities in any new construction
5. Agreement with a public agency or community organization for the use of community facilities

CSBA NOTE: Health and Safety Code 1596.804, as added by AB 2827 (Ch. 916, Statutes of 2022), requires CDSS to revise its regulations to permit children with disabilities to use outdoor play spaces simultaneously with children who do not have disabilities without having to first seek a regulatory waiver and to specify any health and safety requirements that are required to be met when simultaneous play occurs.

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

Complaints

CSBA NOTE: Pursuant to 5 CCR 4610, the district's uniform complaint procedures should be used to resolve any complaint alleging violation of state or federal laws governing educational programs, including child care and development programs; see BP/AR 1312.3 - Uniform Complaint Procedures. However, 5 CCR 4611, as amended by Register 2020, No. 21, provides that health and safety complaints regarding licensed facilities that operate a child care and development program should be referred to CDSS as described in the following paragraph and BP 1312.3.

Pursuant to 22 CCR 101156, all child care centers must be licensed by CDSS unless exempted by law. See the accompanying administrative regulation for information about child care programs that are exempted from licensure requirements. If all of the district's child care services are license-exempt, the following paragraph may be deleted.

For a licensed child care center, any complaint alleging health and safety violations shall be referred to CDSS. (5 CCR 4611)

Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

Program Evaluation

CSBA NOTE: 5 CCR 18279-18281 require child care and development programs to be evaluated through the standardized "Desired Results for Children and Families" system. The system requires a

program self-evaluation that includes, but is not limited to, a staff assessment, a parent survey, and an environment rating scale.

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The results of the evaluation shall be used to develop an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

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
22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 18000-18434	Child care and development programs
5 CCR 18012-18122	General requirements
5 CCR 18180-18192	Federal and state migrant programs
5 CCR 18210-18213	Severely handicapped program
5 CCR 18220-18231	Alternative payment program
5 CCR 18240- 18248 18249	Resource and referral program
5 CCR 18270-18281	Program quality; accountability
5 CCR 18290-18292	Staffing ratios
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 18300-18308	Appeals and dispute resolution
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 80067-80067.2	Early Childhood Education Specialist Credential
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 48000	Transitional kindergarten
Ed. Code 49540-49546	Child care food program
Ed. Code 49570	National School Lunch program
Ed. Code 56244	Staff development funding

Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8278.3 8337	Child Care Facilities Revolving Fund Early Education Expansion Program
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Gov. Code 95000-95029.5	California Early Intervention Services Act
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120440	Disclosure of immunization information to local and state health departments
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10200-10206	Early Childhood Development Act of 2020
W&I Code 10207-10215	General provisions
W&I Code 10207-10490 10492.2	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10271	Eligibility, enrollment, and priority of services; physical examinations; rules and regulations
W&I Code 10271.5	Income eligibility
W&I Code 10271.7	Family member certified as eligible to receive benefits; definition
W&I Code 10272.5	Order of disenrollment
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12
W&I Code 10276	Child Care and Development Fund notice to providers
W&I Code 10290	Fee schedule for families using preschool and child care and development services
W&I Code 10291	Families exempt from family fees
W&I Code 10315	Transfer of information to public schools

W&I Code 10322 10332	Children residing in another district; use of facilities and personnel
W&I Code 10491-10491.1	Expulsion and suspension procedures in childcare and development services programs
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
42 USC 1751-1769j	School Lunch Program
42 USC 9831- 9852 9852c	Head Start programs
42 USC 9858-9858q 9857-9858r	Child care Care and development block grant Development Block Grant
45 CFR 98.21-98.93	Child care Care and development fund Development Fund
7 CFR 210.1-210.31 33	National School Lunch Program
34 CFR 303.1-303.734	Early intervention program for infants and toddlers with disabilities
Management Resources	Description
CA Dept of Social Services Publication	Child Care Transition: The Early Childhood Development Act of 2020
CA Dept of Social Services Publication	American Rescue Plan Act Child Care & Development Division FAQ
CA Dept of Social Services Publication	COVID-19 Licensed Child Care Facilities and Providers (FAQs)
CA Commission on Teacher Credentialing Publication	Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023
U.S. Department of Health and Human Services and U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016 (https://oese.ed.gov/files/2020/07/policy-statement-eece-expulsions-suspensions.pdf)
Court Decision	CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892
Website	CSBA District and County Office of Education Legal Services
Website	California Association for the Education of Young Children
Website	California Child Development Administrators Association EveryChild California, an Association of Leaders Advancing Early Learning (https://www.everychildca.org/)
Website	California Department of Education, Early Education and Support Division
Website	California Department of Education, Early Education Management Bulletins

Website	<u>California Department of Social Services, Licensing Information</u> <u>California Department of Public Health</u> (https://www.cdph.ca.gov/)
<u>Website</u>	<u>California Department of Social Services, Child Care Licensing</u> (https://www.cdss.ca.gov/inforesources/child-care-licensing)
Website	California Head Start Association
Website	California School-Age Consortium
Website	National Association for the Education of Young Children
Website	Commission on Teacher Credentialing (https://www.ctc.ca.gov/)
Website	CSBA
<u>Website</u>	<u>Medical Board of California</u> (https://www.mbc.ca.gov/)
<u>Website</u>	<u>Office of Administrative Law</u> (https://oal.ca.gov/)
<u>Website</u>	<u>Osteopathic Medical Board of California</u> (https://www.ombc.ca.gov/)
<u>Website</u>	<u>Universal Prekindergarten, California's Great Start</u>
Website	U.S. Department of Education
<u>Website</u>	<u>U.S. Department of Health and Human Services</u> (https://www.usa.gov/federal-agencies/u-s-department-of-health-and-human-services)

Cross References

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0500	Accountability
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Regulation 5148: Child Care And Development

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: ~~12/06/01/2021~~[2023](#) | Last Reviewed Date: ~~12/06/01/2021~~[2023](#)

CSBA NOTE: The following administrative regulation reflects provisions generally applicable to programs under the Child Care and Development Services Act (Welfare and Institutions Code 10207-~~10490~~; [10492.2](#)). Such programs include resource and referral programs (Welfare and Institutions Code 10217-10224.5; 5 CCR 18240-~~18248~~[18249](#)), alternative payment programs (Welfare and Institutions Code 10225-10234; 5 CCR 18220-18231), migrant child care and development programs (Welfare and Institutions Code 10235-10238), general child care and development programs (Welfare and Institutions Code 10240-10243), and programs for children with special needs (Welfare and Institutions Code 10260-10263). Pursuant to Welfare and Institutions Code 10200-10206, effective July 1, 2021, the state's responsibility for administering these programs transferred from the California Department of Education (CDE) to the California Department of Social Services (CDSS). Education Code 8207, as amended and renumbered by [AB 131 \(Ch. 116, Statutes of 2021\)](#), clarifies that the Superintendent of Public Instruction and the California Department of Education [CDE](#) retain administrative supervision of the California State Preschool Programs: ([CSPP](#)).

The district may revise this regulation to reflect specific requirements for the program(s) it offers. See BP/AR 5148.2 - Before/After School Programs for requirements pertaining to the After-School Education and Safety program (Education Code 8482-8484.65) and [21st Century Community Learning Centers \(Education Code 8484.7-8484.9\)](#), and [Expanded Learning Opportunities Program \(Education Code 46120\)](#), and BP/AR 5148.3 - Preschool/Early Childhood Education for CSPP requirements.

The following administrative regulation does not reflect all policy language mandated for each specific program. The district should be careful to include the mandates, if any, applicable to the program(s) it offers. For example, for the alternative payment program, 5 CCR 18221 mandates a written policy statement that includes specified components, including, but not limited to, program purpose, enrollment priorities, [family eligibility, conditions/requirements for participation](#), reimbursement of providers, [range of services available](#), and family fee collection. For the resource and referral program, 5 CCR 18244 ~~mandates~~ and [18247 mandate](#) written referral policies and written complaint procedures.

In addition to the program requirements described below, child care and development programs may be subject to other policies in the district's policy manual (e.g., BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, and BP/AR 3550 - Food Service/Child Nutrition Program). Districts should consult [CSBA's District and County Office of Education Legal Services or district](#) legal counsel if ~~they have~~ [there are](#) questions regarding the applicability of other laws to the district's child care and development program.

Licensing

CSBA NOTE: Pursuant to 22 CCR 101156, all child care centers must be licensed by CDSS unless exempted by law. Health and Safety Code 1596.792 and 22 CCR 101158 list exemptions from the licensure requirements including, but not limited to, any program that (1) is a "public recreation program" that meets the criteria specified in Health and Safety Code 1596.792, (2) is operated before and/or after school by qualified teachers employed by the district, (3) is a school parenting program or adult education child care program, (4) operates only one day per week for no more than four hours on that day, (5) offers temporary child care services to parents/guardians who are on the same premises as the child care site, (6) provides activities that are of an instructional nature in a classroom-like setting when K-12 students are normally not in session and the sessions do not exceed a total of 30 days when only school-age children are enrolled or 15 days when younger children are enrolled, or (7) is a CSPP program operated in a school building that meets specified health and safety requirements. If the district offers only programs that are exempted from licensure, it should modify the following regulation accordingly.

Pursuant to Health and Safety Code 1596.951, CDSS was required to adopt regulations by January 1, 2021 to create a new child care center license including that includes components for serving infant, toddler, preschool, and school-age children; health and safety standards; and enhanced ability to transition children to the next age group. However, as amended by AB 2131 (Ch. 910, Statutes of 2022), Health and Safety Code 1596.951, authorizes CDSS to implement and administer the creation of a single child care center license through all-county letters or similar written instructions until regulations were delayed due to the COVID-19 pandemic. are adopted. Pursuant to Health and Safety Code 1596.951, all child care centers are required to obtain this license be licensed by January 1, 2024.

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

CSBA NOTE: Items #1-7 and 9 below list components of child care and development programs that are required for all providers pursuant to 5 CCR 18272-18281. The Governing Board is required, pursuant to 5 CCR 18271, to approve goals and objectives addressing each of these program components; see the accompanying Board policy. Additionally, Welfare and Institutions Code 10208 specifies indicators for the implementation of quality programs, which, as amended by AB 210 (Ch. 62, Statutes of 2022), requires that program activities meet the needs of dual language learners. The district may add components of other programs offered by the district.

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Welfare and Institutions Code 10209.5; 5 CCR 18272)

Program staff shall complete the developmental profile for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Welfare and Institutions Code 10209.5; 5 CCR 18270.5, 18272)

2. 2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs
3. 3. A staff development program which complies with 5 CCR 18274
4. 4. Parent/guardian involvement and education that comply with 5 CCR 18275 and ~~include~~ includes an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress
5. 5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed
6. 6. A community involvement component that complies with 5 CCR 18277

CSBA NOTE: Health and Safety Code 1596.808 establishes beverage standards for licensed child care centers. In addition, centers that receive funding through the Child and Adult Care Food Program (42 USC 1766) must meet federal guidelines for meals, snacks, fluid milk or nutritionally equivalent milk substitutes, and drinking water.

7. 7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

CSBA NOTE: Item #8 below is optional and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic devices.

8. 8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

CSBA NOTE: 5 CCR 18279-18281 require an annual evaluation using the standardized "Desired Results for Children and Families" system. The system requires a program self-evaluation that includes a staff assessment, a parent/guardian survey, and an environment rating scale. Each contractor is required to submit a summary of the self-evaluation findings by June 1 of each year.

9. 9. An annual plan for program evaluation which conforms with the state's system and includes a self-evaluation, parent/guardian survey, and environment rating scale (5 CCR 18270.5, 18279, 18280, 18281)

Health and Safety

CSBA NOTE: The following section is for use by districts that offer one or more licensed child care programs. Health and Safety Code 1596.7996 requires licensed child care programs to provide parents/guardians of enrolled children with a flyer developed by CDSS in conjunction with the California Department of Public Health, (CDPH), which contains specified information regarding lead exposure and blood testing. The flyer is available on the CDSS web site CDSS' website.

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

CSBA NOTE: Pursuant to Health and Safety Code 1597.16, a licensed child care center located in a building that was constructed before January 1, 2010 must have its drinking water tested for lead contamination as provided below. A licensed child care center is subject to the temporary suspension of its license if it fails to comply with the requirements to cease using any fountains and faucets where elevated lead levels may exist and to provide potable water.

If a licensed child care center is located in a building that was constructed before January 1, 2010, the center shall have its drinking water tested for lead contamination levels every five years following an initial test conducted between January 1, 2020 and January 1, 2023. The center shall notify the parents/guardians of enrolled children of the requirement to test a facility's drinking water and of the test results. If notified of elevated lead levels, the center shall immediately make inoperable and cease using the fountains and faucets where elevated lead levels may exist and shall obtain a potable source of water for children and staff at that location. (Health and Safety Code 1597.16)

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in Welfare and Institutions Code 10275.5 and 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If ~~they meet~~ a person meets all other requirements for employment or volunteering, as applicable, but ~~need~~ needs additional time to obtain and provide immunization records, ~~they~~ the person may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that ~~they have been immunized as~~ the person has received the required: ~~In addition, employees~~ immunizations. Employees and volunteers shall ~~receive an~~ be immunized against influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

A person shall be exempt from the above immunization requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. 1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.
2. 2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.
3. 3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

CSBA NOTE: State funding is only available for services to families who meet the criteria for subsidized services as specified in Welfare and Institutions Code 10271 and ~~10271.5~~, 10271.5, and, as added by SB 1047 (Ch. 923, Statutes of 2022), 10271.7. The district may also provide services to nonsubsidized families provided the district uses other funding sources or the families pay the full cost of services; see section on "Fees and Charges" below.

Pursuant to 5 CCR 18105, districts contracting to offer child care services are mandated to develop and make available to the public written admissions policies and procedures that conform to requirements of 22 CCR 101218, including, but not limited to, criteria designating those children whose needs can be met by the child care center's program and services and the ages of children who will be accepted.

The following section should be revised to reflect the district's contract(s).

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Welfare and Institutions Code 10213.5. (Welfare and Institutions Code 10213.5, 10273; 5 CCR 18089, 18407, 18422)

CSBA NOTE: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The family's or child's eligibility must be certified by a person designated by the district.

Pursuant to Welfare and Institutions Code 10271.5, as amended by AB 210, income eligibility

which is based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size; does not include foster care payments made on behalf of a child or guaranteed income payments. Welfare and Institutions Code 10271.5, as amended by AB 185 (Ch. 571, Statutes of 2022), requires CDSS to adopt regulations regarding the exclusion of these two forms of payment no later than July 1, 2025.

Welfare and Institutions Code 10271, as amended by SB 1047, extends eligibility for child care and development programs to families in which a member of the family has been certified as eligible to receive benefits from specified means tested government programs, as reflected below.

To participate in the district's subsidized child care program, families shall document both an eligibility basis and need for care as follows: (Welfare and Institutions Code 10271 and 10271.5)

1. The family is eligible for subsidized services on the basis of being a:

a. A current aid recipient; ~~income~~

b. Income eligible, ~~or homeless and/or the~~

c. Homeless

~~1.~~d. The family's children are recipients of child protective services or have been identified as being or at risk of being abused, neglected, or exploited:

e. A member of the household is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other means-tested government program as determined by the California Department of Social Services.

~~2.~~ 2. The family has a need for child care based on either of the following:

~~a.~~ a. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

~~b.~~ b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as ~~being homeless~~ experiencing homelessness

CSBA NOTE: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the centralized eligibility list established in each county pursuant to Welfare and Institutions Code 10231, such lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to

participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to Welfare and Institutions Code 10271 and 5 CCR 18106.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Welfare and Institutions Code 10271)

CSBA NOTE: Pursuant to Welfare and Institutions Code 10271, as amended by SB 1047, if a family's eligibility for the district's subsidized child care and services program is based on a family member's certification as eligible to receive benefits from a specified means tested government program, as defined in Welfare and Institutions Code 10271.7, as added by SB 1047, the family's priority for enrollment must be based on the income declared on the application of the government program.

In keeping with the legislative intent of AB 321 (Ch. 903, Statutes of 2022), to prioritize access to childcare and development services for children who reside in homes in which the primary language is not English, Welfare and Institutions Code 10271, as amended by AB 321, provides that within the second priority category, children from such families be enrolled first when there are two or more families with the same income ranking.

Second priority for enrollment shall be given to families, regardless of the number of parents in the home, who are income eligible, as defined in Welfare and Institutions Code 10271.5. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family in which the primary home language is a language other than English shall be admitted first. If there is no family of the same priority in which the primary home language is a language other than English, the family of the same priority that has been on the waiting list for the longest time shall be admitted first. (Welfare and Institutions Code 10271 and 10271.5)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Welfare and Institutions Code 10273)

CSBA NOTE: The following optional paragraph may be revised to reflect additional enrollment priorities or criteria established by the district, such as priority for district students, children of district students, or children of district employees; see the accompanying Board policy.

After all children eligible for subsidized services have been enrolled, the district may enroll other children in accordance with the priorities established by the Governing Board.

CSBA NOTE: 5 CCR 18094 and 18118 require the district to provide written notification to the parent/guardian as to whether the application for subsidized services has been approved or denied. For this purpose, the district should use the state's Notice of Action form.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

CSBA NOTE: Pursuant to Welfare and Institutions Code 10271, as amended by SB 1047, upon establishing initial eligibility or ongoing eligibility for child care and development services, a family is considered to meet eligibility and need requirements for services for not less than 24 months, and is eligible to receive services for at least 24 months before having the family's eligibility or need recertified, unless an exception exists, as specified below.

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than ~~12~~24 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least ~~12 months~~. 24 months. If such eligibility ends before the end of the child care and services program year, eligibility shall be extended until the end of the program year as long as applicable age-eligibility requirements specified in Welfare and Institutions Code 10213.5 are met. (Welfare and Institutions Code 10271)

However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Welfare and Institutions Code 10271.5, and the family's ongoing eligibility shall be recertified at that time. At any time, a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Welfare and Institutions Code 10271)

Additionally, a family establishing eligibility for services on the basis of receiving services under a CalWORKs Stage 1, 2, or 3 program shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. (Welfare and Institutions Code 10271)

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. 1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. 2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. 3. An indication by the parent/guardian that the service is no longer wanted

4. 4. The death of a parent/guardian or child
5. 5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services ~~containing~~ including, but not limited to, the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

CSBA NOTE: Welfare and Institutions Code 10290 requires CDSS, in consultation with CDE, to establish a fee schedule for families using child care services, including families who are eligible for subsidized child care services based on the criteria specified in ~~item~~ Item #1 in the section "Eligibility and Enrollment" above.

Welfare and Institutions Code 10260 and 5 CCR 18110 prohibit districts from assessing fees for ~~children enrolled~~ a child's enrollment in a program because of a need for child protective services, or because the child is in a CSPP, in the severely disabled ~~children~~ program, or in the federally based migrant program; , or because the family has an income level in relation to family size that is less than the first entry in the fee schedule. Districts may revise the following paragraph to reflect any such program(s) offered by the district. Districts that offer only programs prohibited from charging fees may delete the following section.

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the state fee schedule, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Welfare and Institutions Code 10260, ~~10270~~ 10271, 10290, 10291, 10436; 5 CCR 18078, 18108-18110)

CSBA NOTE: Pursuant to AB 131, and in response to the COVID-19 pandemic, additional funds are available to provide subsidized child care to families and to provide child care programs with COVID-19 pandemic-related assistance. Pursuant to Welfare and Institutions Code 10290, as added by AB 131, family fees may not be collected for families receiving subsidized child care services from child care programs administered by CDSS.

However, for the 2021-22 fiscal year, family fees shall not be collected as specified in Welfare and Institutions Code ~~10290~~.

No fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (~~Education Code 8253;~~ Welfare and Institutions Code 10291; 5 CCR 18110)

In addition, any family receiving child care on the basis of having neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency, may be exempt from these fees for up to 12 months. (Welfare and Institutions Code 10271 and 10291)

CSBA NOTE: Pursuant to Welfare and Institutions Code 10290, family fees must be assessed at initial enrollment and reassessed at recertification.

Pursuant to 5 CCR 18114, districts contracting to offer child care services are mandated to adopt a policy for the collection of fees in advance of providing services, as provided below. 5 CCR 18114 contains an alternative definition of delinquency for alternative payment programs offered pursuant to Welfare and Institutions Code 10225-10234.

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Welfare and Institutions Code 10290; 5 CCR 18082, 18114, 18115)

CSBA NOTE: The following paragraph is for use by districts that contract to offer child care services and wish to require parents/guardians to provide diapers and/or to pay the costs of field trips (unless the program is exempt from fees), and may be modified to delete diapers as appropriate for the age of the children served. Welfare and Institutions Code 10292 mandates that such districts have a written policy which includes parents/guardians in the decision-making process. Pursuant to Welfare and Institutions Code 10292, the fees cannot exceed \$25 per child in the contract year.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Welfare and Institutions Code 10292)

CSBA NOTE: Pursuant to Welfare and Institutions Code 10228, licensed child care centers are required to post their rates, and discounts or scholarship policies if any, as specified below.

District child care centers shall post in a prominent location adjacent to the license at the child care facility the rates, and discounts or scholarship policies if any. (Welfare and Institutions Code 10288)

Expulsion/Unenrollment and Suspension Based on Behavior

CSBA NOTE: Welfare and Institutions Code 10491 and 10491.1, as added by AB 2806 (Ch. 915, Statutes of 2022), establishes requirements for expulsion, unenrollment, or suspension of a child from a child care and development program, as specified below.

The district's child care and development program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Welfare and Institutions Code 10491)

1. In writing, inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher, and if available engage an early childhood mental health consultant, in an effort to maintain the child's safe participation in the program
2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), contact, with written parent/guardian consent, the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If appropriate, consider completing a comprehensive screening to identify the needs of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program

If the district has taken the actions specified in Items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Welfare and Institutions Code 10491.1)

CSBA NOTE: Pursuant to Education Code 10491.1, as added by AB 2806, a child enrolled in a child care and development program may only be suspended as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be eliminated or reduced without removal of the child. To suspend a child, the district must comply with specified requirements, including, collaborating with the child's parents/guardians before determining that suspension is necessary and using appropriate community resources to determine that no other reasonable option is appropriate.

A child shall not be suspended from the district's child care and development program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child. (Welfare and Institutions Code 10491.1)

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate. (Welfare and Institutions Code 10491.1)

When suspension is deemed necessary, the district shall help the child return to full participation in the program as soon as possible while ensuring safety, by doing all of the following: (Welfare and Institutions Code 10491.1)

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources
2. Developing a written plan to document the action and supports needed

3. Providing referrals to appropriate community resources

4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDSS in the event of expulsion or suspension. If the district suspends or expels a child from the child care and development program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 18095, informing the parents/guardians of the right to file an appeal of the action directly with CDSS no later than 14 calendar days after receiving the notice. (Welfare and Institutions Code 10491.1)

CSBA NOTE: A joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services, "Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings," provides that if a child in an early childhood program is suspected of having a developmental delay, disability, or mental health issue, the child's parent/guardian be referred, if appropriate, to the mental health system, the state's early intervention program, or the district for information regarding evaluation for services under the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), to ensure that children with disabilities are not suspended or expelled because of disability-related behaviors.

If a child is suspected of having a developmental delay, disability, or mental health issue, the child's parent/guardian shall be referred, if appropriate, to the mental health system, the state's early intervention program, or the district's special education program regarding evaluation for services under the Individuals with Disabilities Education Act (IDEA). Children identified as having exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the IDEA.

Disenrollment

CSBA NOTE: Welfare and Institutions Code 10272 specifies the order by which families must be disenrolled from child care and development services when funding levels are reduced. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122, but only on the grounds that the factors used to determine the family's disenrollment are incorrect. See section "Rights of Parents/Guardians" below.

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Welfare and Institutions Code 10272.5)

1. 1. _____ Families with the highest income in relation to family size shall be disenrolled first.

2. 2. _____ If two or more families have the same income ranking, children ~~without disabilities~~ who have been enrolled in child care services the longest shall be disenrolled first. ~~After all children without disabilities~~

2. 3. _____ ~~If two or more families have been disenrolled the same income,~~ children ~~with~~without disabilities shall be disenrolled, ~~with those who have been enrolled in child care services the~~

longest being disenrolled first.

3. 4. Families whose children are receiving child protective services or are at risk of neglect; or abuse; ~~or exploitation~~, regardless of family income, shall be disenrolled last.

Health Examination and Immunizations

CSBA NOTE: Welfare and Institutions Code 10271 requires children enrolling in a child care center to obtain a physical examination and evaluation, including immunizations, unless a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. However, with respect to immunization requirements, Health and Safety Code 120335 eliminated the personal beliefs exemption unless the parent/guardian filed a letter or affidavit prior to January 1, 2016 ~~or a licensed physician indicates that a student should be exempted for medical reasons.~~ ~~An.~~ Since an exemption granted for personal beliefs ~~is~~was only effective until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12), and any student who received a personal belief exemption prior to January 1, 2016 would be in the next grade span, this exemption no longer exists. See BP/AR 5141.31 - Immunizations.

CDPH has developed a tool, the School and Child Care Lookup (SCRL), available on its web site, which looks at information from the California Immunization Registry (CAIR2) and can be used by child care centers to determine whether a student meets all immunization requirements to enroll in child care services.

Prior to or within six weeks of enrollment, a child enrolling in a child care center shall obtain a physical examination and evaluation and receive age-appropriate immunizations. ~~(Welfare and Institutions Code 10271)~~

The requirement for a physical examination and evaluation shall be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. ~~(Welfare and Institutions Code 10271)~~

A child may be exempted from the immunization requirements only if: ~~(Health and Safety Code 120335)~~ a licensed physician indicates that immunization should not be given and specifies how long this exemption is expected to be needed. (22 CCR 101220.1)

1. ~~A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.~~

CSBA NOTE: Pursuant to Health and Safety Code 120372, a child care center may only accept a medical exemption request that is made by a licensed physician or surgeon on an electronic, standardized, statewide medical exemption certification form developed by the California Department of Public Health CDPH and transmitted using the California Immunization Registry: CAIR2. However, Health and Safety Code 120370 requires that a child who has a medical exemption issued prior to January 1, 2020 be allowed to continue enrollment until the next grade span, unless the exemption was issued by a physician or surgeon that has been subject to disciplinary action by the Medical Board of California or the Osteopathic Medical Board of California.

2. A medical exemption shall be submitted using the standardized medical exemption certification form developed by California Department of Public Health (CDPH) and transmitted

using the California Immunization Registry. The request shall include, but not be limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary, including the date upon which a temporary medical exemption will expire. All medical exemptions shall not extend beyond the current grade span of the student, and a temporary exemption shall not exceed one year. (Health and Safety Code 120372)

3. ~~The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to the parent/guardian's personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).~~

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Welfare and Institutions Code 10271)

CSBA NOTE: Pursuant to Health and Safety Code 120440, as amended by AB 1797 (Ch. 582, Statutes of 2022), child care centers are required to disclose specified immunization information to local health departments operating countywide or regional immunization information and reminder systems and CDPH, and to maintain the confidentiality of such information in the same manner as other student records. See BP/AR 5125 – Student Records.

District child care centers shall disclose immunization information to the local health department and CDPH in accordance with Health and Safety Code 120440, and maintain the confidentiality of such information in the same manner as other students records in accordance with law and as specified in Administrative Regulation 5125 – Student Records. (Health and Safety Code 120440)

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or ~~district~~the district's authorized representative if verification is made by telephone. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. 1. Illness or quarantine of the child or of the parent/guardian (Welfare and Institutions Code 10213.5)
2. 2. Family emergency (Welfare and Institutions Code 10213.5)

CSBA NOTE: Pursuant to 5 CCR 18066, districts contracting to offer child care services are mandated to adopt policies delineating circumstances constituting an excused absence for a family emergency. The following paragraph may be revised to reflect district practice.

3. 3. A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or

when a member of the child's immediate family dies, has an accident, or is required to appear in court.

4. 3. Time spent with a parent/guardian or other relative as required by a court of law (Welfare and Institutions Code 10213.5)
5. 4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Welfare and Institutions Code 10213.5)

CSBA NOTE: 5 CCR 18066 mandates a policy that delineates circumstances constituting an excused absence "in the best interest of the child." The following paragraph may be revised to reflect district practice.

6. An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

CSBA NOTE: 5 CCR 18066 mandates that providers adopt a policy governing unexcused absences which may include reasonable limitations, if any. The following paragraph may be revised to reflect district practice. CSBA NOTE: 5 CCR 18066.5 establishes procedures to follow when a child has been absent and the family has not been in communication with the district's child care and development services program coordinator or site supervisor for seven consecutive calendar days.

Any absence due to When a reason other than any of those stated above, or without child has been absent and the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the family has not been in communication with the program coordinator or site supervisor shall notify for seven consecutive calendar days, the district shall attempt to contact the child's parent/guardian. Children who continue to have excessive unexcused absences through a variety of communication methods, including one attempt in writing which may be removed from through electronic means, informing the program at parent/guardian that failure to communicate with the discretion district may result in termination of child care services. The district shall keep documentation of all such communication attempts in the program coordinator in order family's data file, and, if there has been no communication for a total of 30 consecutive calendar days, issue a Notice of Action to accommodate other families disenroll the family on the waiting list for admission. basis of abandonment of care. (5 CCR 18066.5)

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

CSBA NOTE: The following two paragraphs are for use by districts that operate one or more licensed child care centers, but may be used by license-exempt providers.

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

CSBA NOTE: The remainder of this section is for use by all districts and applies to licensed and unlicensed child care programs.

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the ~~CDE~~Child Development Division. (5 CCR 18120-18122)

RecordsCoordinating Transitions

CSBA NOTE: Welfare and Institutions Code 10315 requires a preschool or infant and toddler program, when a child will be transferring to a local public school, to provide the child's parent/guardian with information from the previous year which is beneficial to the student and the teacher, as specified below.

When a child in the district's child care and development program transfers to a local public school, the district's child care and development program administrator shall provide the child's parent/guardian with information from the previous year which is beneficial to the student and the student's teacher, including, but not limited to, developmental issues, social interaction abilities, health background, and diagnostic assessments, if any. The program administrator shall transfer this information to the student's elementary school, with permission of the student's parent/guardian. (Welfare and Institutions Code 10315)

CSBA NOTE: Pursuant to Government Code 95008, as amended by SB 188 (Ch. 49, Statutes of 2022), districts are required to designate a main point of contact for coordinating and completing,

with other agencies and persons, the transition of a child and family from Part C of IDEA, infant/toddler programs, to Part B of IDEA, preschool, including establishing practices to educate and support families during the transition.

To facilitate the transition of a child with a disability, the district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of IDEA), including establishing practices to educate and support families during the transition: (Government Code 95008)

[Redacted]

(title or position)

[Redacted]

(address)

[Redacted]

(telephone number)

[Redacted]

(email)

Records

CSBA NOTE: State contracts require the district to submit data on both subsidized and nonsubsidized families served by child care centers. In addition, the district is required to provide monthly reports regarding any families receiving subsidized services during that month.

Welfare and Institutions Code 10315, as added by AB 131, requires a preschool or infant and toddler program to, when a child in a state-funded preschool or infant and toddler program will be transferring to a local public school, provide the parent/guardian with information from the previous year deemed beneficial to the student and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments, if any. The preschool or infant and toddler program may, with the permission of the parent/guardian, transfer this information to the student's elementary school.

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required under the state contract.

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
22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers

22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 18000-18434	Child care and development programs
5 CCR 18012-18122	General requirements
5 CCR 18180-18192	Federal and state migrant programs
5 CCR 18210-18213	Severely handicapped program
5 CCR 18220-18231	Alternative payment program
5 CCR 18240- 18248 18249	Resource and referral program
5 CCR 18270-18281	Program quality; accountability
5 CCR 18290-18292	Staffing ratios
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 18300-18308	Appeals and dispute resolution
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 80067-80067.2	Early Childhood Education Specialist Credential
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 48000	Transitional kindergarten
Ed. Code 49540-49546	Child care food program
Ed. Code 49570	National School Lunch program
Ed. Code 56244	Staff development funding
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8278.3 8337	Child Care Facilities Revolving Fund Early Education Expansion Program
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Gov. Code 95000-95029.5	California Early Intervention Services Act
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120440	Disclosure of immunization information to local and state health departments
H&S Code 1596.70-1596.895	California Child Day Care Act

H&S Code 1596.90-1597.21	Day care centers
W&I Code 10200-10206	Early Childhood Development Act of 2020
W&I Code 10207-10215	General provisions
W&I Code 10207- 10490 10492.2	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10271	Eligibility, enrollment, and priority of services; physical examinations; rules and regulations
W&I Code 10271.5	Income eligibility
W&I Code 10271.7	Family member certified as eligible to receive benefits; definition
W&I Code 10272.5	Order of disenrollment
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12
W&I Code 10276	Child Care and Development Fund notice to providers
W&I Code 10290	Fee schedule for families using preschool and child care and development services
W&I Code 10291	Families exempt from family fees
W&I Code 10315	Transfer of information to public schools
W&I Code 10322 10332	Children residing in another district; use of facilities and personnel
W&I Code 10491-10491.1	Expulsion and suspension procedures in childcare and development services programs
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
42 USC 1751-1769j	School Lunch Program
42 USC 9831-9852 9852c	Head Start programs
42 USC 9858-9858q 9857-9858r	Child care Care and development block grant Development Block Grant

45 CFR 98.21-98.93	Child care Care and development fund Development Fund
7 CFR 210.1-210.3133	National School Lunch Program
34 CFR 303.1-303.734	Early intervention program for infants and toddlers with disabilities
Management Resources	Description
CA Dept of Social Services Publication	Child Care Transition: The Early Childhood Development Act of 2020
CA Dept of Social Services Publication	American Rescue Plan Act Child Care & Development Division FAQ
CA Dept of Social Services Publication	COVID-19 Licensed Child Care Facilities and Providers (FAQs)
CA Commission on Teacher Credentialing Publication	Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023
U.S. Department of Health and Human Services and U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016 (https://oese.ed.gov/files/2020/07/policy-statement-ecce-expulsions-suspensions.pdf)
Court Decision	CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892
Website	CSBA District and County Office of Education Legal Services
Website	California Association for the Education of Young Children
Website	California Child Development Administrators Association EveryChild California, an Association of Leaders Advancing Early Learning (https://www.everychildca.org/)
Website	California Department of Education, Early Education and Support Division
Website	California Department of Education, Early Education Management Bulletins
Website	California Department of Social Services, Licensing Information California Department of Public Health (https://www.cdph.ca.gov/)
Website	California Department of Social Services, Child Care Licensing (https://www.cdss.ca.gov/inforesources/child-care-licensing)
Website	California Head Start Association
Website	California School-Age Consortium

Website	National Association for the Education of Young Children
Website	Commission on Teacher Credentialing (https://www.ctc.ca.gov/)
Website	CSBA
Website	Medical Board of California (https://www.mbc.ca.gov/)
Website	Office of Administrative Law (https://oal.ca.gov/)
Website	Osteopathic Medical Board of California (https://www.ombc.ca.gov/)
Website	Universal Prekindergarten, California's Great Start
Website	U.S. Department of Education
Website	U.S. Department of Health and Human Services (https://www.usa.gov/federal-agencies/u-s-department-of-health-and-human-services)

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6184	Continuation Education
6184	Continuation Education
7110	Facilities Master Plan

Policy 6146.4: Differential Graduation And Competency Standards For Students With Disabilities

Status: ADOPTED

Original Adopted Date: 11/01/1999 | Last Revised Date: ~~11/06/01/2009~~2023 | Last Reviewed Date: ~~11/06/01/2009~~2023

CSBA NOTE: The following optional policy is for use by districts that maintain high schools and should be modified to reflect district practice.

Pursuant to Education Code 56345 and 34 CFR 300.320, the individualized education program (IEP) for each student with a disability must contain ~~statements~~ a statement of measurable annual goals that would enable the student to progress in the general education curriculum ~~and~~, a statement regarding any accommodations necessary to measure the student's performance on state and district assessments, and any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards for graduation; see AR 6159 - Individualized Education Program for a detailed listing of the required contents of the IEP.

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

Exemption from District-Established 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 a disability 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.

District students shall complete all course requirements for high school graduation as specified in Board Policy 6146.1 – High School Graduation Requirements. However, a student with a disability may be exempted from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation 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

Prior to the beginning of grade 10, the IEP team for each student with a disability shall determine whether the student is eligible for the exemption, and if so, notify the student's parent/guardian of the exemption. (Education Code 51225.31)

Any such exempted student shall receive a diploma and be eligible to participate in any graduation ceremony and school activity related to graduation in which a student of similar age without a disability would be eligible to participate. (Education Code 51225.31)

Certificate of Educational Achievement or Completion

CSBA NOTE: Education Code 56390-56392 authorize a district to award a certificate of educational achievement to ~~students~~a student with ~~disabilities~~a disability who ~~meet~~meets the criteria specified below. Pursuant to Education Code 56391, ~~students~~a student who ~~meet~~meets the criteria ~~are~~is eligible to participate in any graduation ceremony/activity in which a student of similar age without ~~disabilities~~a disability would be eligible to participate. However, Education Code 56391 provides that the right to participate in graduation ceremonies does not equate a certificate or document of educational achievement with a regular diploma.

Instead of a high school diploma, a student with ~~disabilities~~a disability may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. 1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in ~~his/her~~the student's IEP
2. 2. Satisfactorily met ~~his/her~~the student's IEP goals and objectives during high school as determined by the IEP team
3. 3. Satisfactorily attended high school, participated in the instruction as prescribed in ~~his/her~~the student's IEP, and met the objectives of the statement of transition services

A student with ~~disabilities~~a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

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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 3070	Graduation
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Graduation exemption for students with disabilities
Ed. Code 56341	Individualized education program team

Ed. Code 56345	Individualized education program contents
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 60640	California Assessment of Student Performance and Progress
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
34 CFR 300.320	Definition of IEP
Management Resources	Description
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References

Code	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
5127	Graduation Ceremonies And Activities
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
6159.2	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
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests

6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6200	Adult Education
6200	Adult Education

Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education

Status: ADOPTED

Original Adopted Date: 06/01/1995 | Last Revised Date: 07/06/01/20202023 | Last Reviewed Date: 07/06/01/20202023

CSBA NOTE: Education Code 56195.8 mandates districts to adopt policies for the special education programs and services they operate, including nonpublic, nonsectarian services provided to students with disabilities when no appropriate public education program is available to meet their special education needs. The nonpublic, nonsectarian school or agency (NPS/A) must be certified as meeting state standards pursuant to Education Code 56366 and 56366.1.

The following policy and accompanying [administrative](#) regulation should be revised to comply with the policies and regulations of the Special Education Local Plan Area in which the district operates.

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

CSBA NOTE: Pursuant to Education Code 56366 and 56366.1, a district contracting with an NPS/A must verify that the NPS/A meets certification requirements. 5 CCR 3067 allows the district to request, in writing, that the California Department of Education review the certification status of an NPS/A.

~~Beginning in the 2020-21 school year, Education Code 56366.1, as amended by AB 1172 (Ch. 454, Statutes of 2019),~~ also requires districts to verify that the NPS/A provides staff training in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A's student population.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student [with a disability](#) shall be [referred to, or](#) placed in, an NPS/A unless the student's individualized education program (IEP) team has determined ~~that an appropriate public education alternative does not exist~~ and that the placement is appropriate for the student. (Education Code 56342.1)

CSBA NOTE: Pursuant to Education Code 56365, students enrolled in an NPS/A are deemed to be enrolled in public schools for state apportionment purposes. Districts then pay to the NPS/A the full amount of the school tuition or, ~~as amended by AB 1172,~~ the agency fees for participating students [pursuant to the contract](#).

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A.

pursuant to the contract. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

CSBA NOTE: In a December 2022 Settlement Agreement between Davis Joint Unified School District and the U.S. Department of Education Office for Civil Rights, following an investigation into the use of seclusion and restraint at an NPS/A that the district contracted with, the district was found to have denied students a free and appropriate public education (FAPE) because the district failed to ensure the NPS/A staff were knowledgeable about district policies, procedures, and practices regarding the use seclusion and restraint, failed to reevaluate students to determine if the repeated use of restraint and seclusion affected the receipt of FAPE, and failed to consider if any additional aids and services were appropriate in order to provide FAPE. See BP5131. 41 – Use of Seclusion and Restraint for additional information on the use of Seclusion and Restraint.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

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

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

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Policy Reference Disclaimer:

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State	Description
5 CCR 3001	Definitions
5 CCR 3051-3051.24	Special education; standards for related services and staff qualifications
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney <u>or advocate</u> with conflict of interest

Ed. Code 56101	Waivers
Ed. Code 56163	Certification
Ed. Code 56168	Responsibility for education of student in hospital or health facility school
Ed. Code 56195.8	Adoption of policies
Ed. Code 56342.1	Individualized education program; placement
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56711	Computation of state aid
Ed. Code 56740-56743	Apportionments and reports
Ed. Code 56760	Annual budget plan; service proportions
Ed. Code 56775.5	Reimbursement of assessment and identification costs
Ed. Code 56836.20-56836.21	Special education funding; SELPA contracts with nonpublic nonsectarian schools
Fam. Code 7911-7912	Interstate compact on placement of children
Gov. Code 7570-7587	Interagency responsibilities for providing services to children with disabilities
Gov. Code 7572.55	Seriously emotionally disturbed child; out-of-state placement
W&I Code 362.2	Out-of-home placement for IEP
W&I Code 727.1	Out-of-state placement of wards of court
Federal	Description
20 USC 1400-1487	Individuals with Disabilities Education Act
34 CFR 300.129-300.148	Children with disabilities in private schools
Management Resources	Description
Court Decision	Agostini v. Felton; (1997) 521 U.S. 203; 117 S.Ct. 1997
<u>US Dept of Ed Office for Civil Rights Settlement</u>	<u>Department of Education, 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	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References

Code	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0500	Accountability

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1431	Waivers
3541.2	Transportation For Students With Disabilities
3580	District Records
3580	District Records
4112.23	Special Education Staff
5125	Student Records
5125	Student Records
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
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
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
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

Policy 6173.4: Education for American Indian Students

Status: ADOPTED

Original Adopted Date: 06/01/2023 |

CSBA NOTE: The following policy may be revised to reflect district practice. Districts that receive federal Title VI Indian education funding (20 USC 7401-7492), which supports local educational agencies, Indian tribes and organizations, and other entities in meeting the unique cultural, language, and educational needs of American Indian students, are mandated to adopt policy and procedures to ensure that the program will be operated and evaluated in consultation with, and with the involvement of, parents/guardians and family members of American Indian students and community representatives; see the section entitled, "Title VI Indian Education Program," for more information regarding this mandate.

The terms "American Indian," "Native American," and "Indian" are used in various state and federal laws but do not always refer to the same groupings of people or are not defined. For purposes of Title VI, 20 USC 7491 defines "Indians" to include Alaska natives. The following regulation may be revised to reflect terminology preferred by the district and local tribes.

The Governing Board recognizes that American Indian students may have unique cultural, language, and educational needs that may be addressed by increasing student knowledge about American Indian history, including the history and culture of local tribes, and by providing American Indian students with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

The Superintendent or designee shall provide all students with culturally relevant curriculum related to local American Indian tribes and implement strategies necessary for the improvement of the academic achievement of American Indian students.

CSBA NOTE: The following paragraphs address the involvement of a California Indian Education Task Force. Pursuant to Education Code 33391, as added by AB 1703 (Ch. 477, Statutes of 2022), districts are encouraged to form a California Indian Education Task Force with Indian tribes local to their region, or historically located in the region, to assist in the development of curriculum related to local tribes, and in the identification of, and strategies to close, any achievement gaps between American Indian students and other students in the district.

In order to discuss, gain a shared understanding of, and develop curriculum for use within the district, and to identify the extent and nature of any achievement gaps between American Indian students and other district students, and strategies to address any such gaps, the district may form a California Indian Education Task Force with tribes local to the region. Participants in the task force meetings may consider issues of mutual concern, which include: (Education Code 33391)

1. Developing a thorough, shared understanding of accurate, high-quality curricular materials about the history, culture, and government of local tribes, and developing such materials for use within the district that include tribal experiences and perspectives
2. Developing a shared understanding of proper or improper instructional materials when these materials use depictions of Native Americans

3. Encouraging the adoption of the curriculum developed by the California Indian Education Task Force
4. Identifying the extent and nature of any achievement gap between American Indian students and other students, and strategies necessary to close it

If formed, the California Indian Education Task Force shall, within one year and thereafter annually, submit a report to the California Department of Education on the findings, including progress of work on Items #1-4, above. (Education Code 33391)

The Superintendent or designee shall identify American Indian students most at-risk of not meeting state academic standards and provide to such students the needed support(s), including making referrals, as appropriate, for special education services or services under Section 504 of the federal Rehabilitation Act of 1973, or other school-based services such as counseling and health services, supplemental instruction, before- or after-school services, and summer learning programs.

CSBA NOTE: Education Code 48432.5, as amended by AB 740 (Ch. 400, Statutes of 2022), provides protections for American Indian students prior to an involuntary transfer to a continuation school. Additionally, Education Code 48853.5, 48911, 48911.1, 48915.5, and 48918.1, as amended by AB 740, provide protections for American Indian students regarding suspension and expulsion proceedings and assignments to supervised suspension classrooms. In such instances, written notice must be provided to an American Indian student's tribal social worker and, if applicable, the county social worker. See AR 5144.1 – Suspension and Expulsion/Due Process, AR 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities), AR 6173.1 – Education for Foster Youth, and AR 6184 – Continuation Education.

Suspension, expulsion, assignment to a supervised suspension classroom, or involuntary transfer to a continuation school of an American Indian student shall be in accordance with law and as specified in Administrative Regulation 5144.1 – Suspension and Expulsion/Due Process, 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities), and 6184 – Continuation Education.

CSBA NOTE: Pursuant to Labor Code 3074.2, any district planning to hold a college or career fair is required to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. See BP 6164.2 – Guidance/Counseling Services and BP 6178 – Career Technical Education.

The Superintendent or designee shall provide programs to facilitate the successful transition of American Indian students to post-secondary education and employment, which may include college and career fairs in accordance with Labor Code 3074.2, mentorship programs, and counseling services.

As needed, the Superintendent or designee shall provide professional development to teachers and other school staff to assist them in understanding and responding to the unique needs of American Indian students.

At least annually, the Superintendent or designee shall report to the Board on the outcomes of American Indian students including, but not limited to, school attendance, student achievement test results, promotion and retention by grade level, graduation rates, and suspension/expulsion rates.

Title VI Indian Education Program

CSBA NOTE: The following section is for districts that receive Title VI funding pursuant to 20 USC 7401-7492, and should be deleted by districts that do not receive such funding.

With the assistance of federal Title VI funding for the education of children from federally recognized tribes, the district shall offer programs and activities to meet the unique cultural, language, and educational needs of American Indian students, as defined in 20 USC 7491. Program objectives and outcomes shall be based on state academic standards. (20 USC 7424)

CSBA NOTE: The following paragraphs address the involvement of parents/guardians and family members of American Indian students and community representatives in program implementation and evaluation, as mandated by 20 USC 7424, and may be expanded to reflect district practice.

In developing, implementing, and evaluating Title VI programs and activities, the Superintendent or designee shall consult with and involve parents/guardians and family members of American Indian students and other community representatives. (20 USC 7424)

The district shall establish a committee that is composed of, and selected by, parents/guardians and family members of American Indian students, representatives of tribes on tribal lands located within 50 miles of any district school that serves any children of the tribes, teachers, and, if appropriate, American Indian students enrolled in secondary schools in the district. The majority of the committee shall be parents/guardians and family members of American Indian students. The committee shall participate in program development and provide written approval for the program. (20 USC 7424)

CSBA NOTE: Pursuant to 20 USC 7425, federal funding for American Indian education programs may be used for any of the services and activities listed in Items #1-13 below. The following list may be revised to reflect district practice.

The district's Title VI program for American Indian education may include any of the following services and activities: (20 USC 7425)

1. Activities that support Native American language programs and Native American language restoration programs, which may be taught by traditional leaders
2. Culturally related activities that support the district's program
3. Early childhood and family programs that emphasize school readiness
4. Enrichment programs that focus on problem solving and cognitive skills development and directly support the attainment of state academic standards
5. Integrated educational services in combination with other programs that meet the needs of American Indian students and their families, including programs that promote parent/guardian involvement in school activities and increase student achievement
6. Career preparation activities that enable American Indian students to participate in career technical education programs, including programs for mentoring and apprenticeship
7. Activities to educate individuals so as to prevent violence, suicide, and substance abuse
8. The acquisition of equipment that is essential to achieve program goals

9. Activities that promote the incorporation of culturally responsive teaching and learning strategies into the district's educational program
10. Family literacy services
11. Activities that recognize and support the unique cultural and educational needs of American Indian students, and incorporate appropriately qualified tribal elders and seniors
12. Dropout prevention strategies for American Indian students
13. Strategies to meet the educational needs of American Indian students in correctional facilities, including such strategies that support American Indian students who are transitioning from such facilities to schools served by the district

Any federal funds received to support American Indian education programs shall be used to supplement, not supplant, state or local funds allocated for such purposes. (20 USC 7424)

Program funds may be used to support a Title I schoolwide program pursuant to 20 USC 6314 if approved by the committee established pursuant to 20 USC 7424, provided that the schoolwide program is consistent with the purpose of American Indian education programs and the district's application identifies how the use of such funds in a schoolwide program will produce benefits to American Indian students that would not be achieved if not used in a schoolwide program. (20 USC 7424)

As needed, professional development shall be provided to teachers and other school staff to assist them in working with American Indian students and carrying out Title VI programs. (20 USC 7424)

The Superintendent or designee shall maintain a record of the information establishing the status of each student as an American Indian student eligible for assistance through the federal American Indian education program. (20 USC 7427)

The Superintendent or designee shall periodically assess the progress of all American Indian students, including American Indian students who do not participate in programs funded through Title VI, in meeting program goals and objectives. Assessment results shall be provided to the Board, the committee established pursuant to 20 USC 7424, tribes whose children are served by the district, and the community. (20 USC 7424)

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Policy Reference Disclaimer:

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State	Description
Ed. Code 33380-33384	California Indian Education Centers
Ed. Code 33390-33391	California Indian Education Act
Ed. Code 48400-48454	Compulsory continuation education

Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900-48927	Suspension and expulsion
Labor Code 3074.2	College and career fairs; notice to apprenticeship programs
Federal	Description
2 CFR 200.0-200.521	Federal uniform grant guidance
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6314	Title I schoolwide program
20 USC 7401-7492	Indian education
20 USC 7701-7714	Impact Aid
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 222.90-222.122	Impact Aid; special provisions for local educational agencies that claim children residing on Indian lands
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
Management Resources	Description
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Impact Aid
Website	U.S. Department of Education, Office of Indian Education
Website	California Department of Education

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
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
3230	Federal Grant Funds
3230	Federal Grant Funds
3231	Impact Aid
4131	Staff Development
4231	Staff Development
4331	Staff Development

5113.1	Chronic Absence and Truancy
5141.5	Mental Health
5141.6	School Health Services
5144.1	Suspension and Expulsion/Due Process
5144.2	Suspension and Expulsion/Due Process (Students with Disabilities)
5147	Dropout Prevention
5148.2	Before/After School Programs
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response to Instruction and Intervention
6162.5	Student Assessment
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6177	Summer Learning Programs
6178	Career Technical Education
6179	Supplemental Instruction
6184	Continuation Education

Regulation 6173.4: Title VI Indian Education Program

Status: ADOPTED

Original Adopted Date: 05/01/2020 | **Last Reviewed Date:** 05/01/2020

CSBA NOTE: The following administrative regulation is for use by districts that receive federal Title VI Indian education funding (20 USC 7401-7492), which supports local educational agencies, Indian tribes and organizations, and consortia in meeting the unique cultural, language, and educational needs of American Indian students and ensuring that all students meet challenging state academic standards. Pursuant to 20 USC 7424, districts receiving such funding are mandated to adopt policy and procedures to ensure that the program will be operated and evaluated in consultation with, and with the involvement of, parents/guardians and family members of American Indian students and community representatives, as provided below.

The terms "American Indian," "Native American," and "Indian" are used in various state and federal laws but do not always refer to the same groupings of people or are not defined. For purposes of Title VI, 20 USC 7491 defines "Indians" to include Alaska natives. The following regulation may be revised to reflect terminology preferred by the district and local tribes.

With the assistance of federal Title VI funding for the education of children from federally recognized tribes, the district shall offer programs and activities to meet the unique cultural, language, and educational needs of American Indian students, as defined in 20 USC 7491. Program objectives and outcomes shall be based on state academic standards. (20 USC 7424)

CSBA NOTE: The following paragraphs address the involvement of parents/guardians and family members of American Indian students and community representatives in program implementation and evaluation, as mandated by 20 USC 7424, and may be expanded to reflect district practice.

In developing, implementing, and evaluating Title VI programs and activities, the Superintendent or designee shall consult with and involve parents/guardians and family members of American Indian students and other community representatives. (20 USC 7424)

The district shall establish a committee that is composed of, and selected by, parents/guardians and family members of American Indian students, representatives of tribes on tribal lands located within 50 miles of any district school that serves any children of the tribes, teachers, and, if appropriate, American Indian students enrolled in secondary schools in the district. The majority of the committee shall be parents/guardians and family members of American Indian students. The committee shall participate in program development and provide written approval for the program. (20 USC 7424)

CSBA NOTE: Pursuant to 20 USC 7425, federal funding for American Indian education programs may be used for any of the services and activities listed in items #1-13 below. The following list may be revised to reflect district practice.

The district's Title VI program for American Indian education may include any of the following services and activities: (20 USC 7425)

1. Activities that support Native American language programs and Native American language restoration programs, which may be taught by traditional leaders

- ~~2. Culturally related activities that support the district's progra~~
- ~~3. Early childhood and family programs that emphasize school readines~~
- ~~4. Enrichment programs that focus on problem solving and cognitive skills development and directly support the attainment of state academic standards~~
- ~~5. Integrated educational services in combination with other programs that meet the needs of American Indian students and their families, including programs that promote parent/guardian involvement in school activities and increase student achievement~~
- ~~6. Career preparation activities that enable American Indian students to participate in career technical education programs, including programs for mentoring and apprenticeship~~
- ~~7. Activities to educate individuals so as to prevent violence, suicide, and substance abuse~~
- ~~8. The acquisition of equipment that is essential to achieve program goals~~
- ~~9. Activities that promote the incorporation of culturally responsive teaching and learning strategies into the district's educational program~~
- ~~10. Family literacy services~~
- ~~11. Activities that recognize and support the unique cultural and educational needs of American Indian students, and incorporate appropriately qualified tribal elders and seniors~~
- ~~12. Dropout prevention strategies for American Indian students~~
- ~~13. Strategies to meet the educational needs of American Indian students in correctional facilities, including such strategies that support American Indian students who are transitioning from such facilities to schools served by the district~~

~~Any federal funds received to support American Indian education programs shall be used to supplement, not supplant, state or local funds allocated for such purposes. (20 USC 7424)~~

~~Program funds may be used to support a Title I schoolwide program pursuant to 20 USC 6314 if approved by the committee established pursuant to 20 USC 7424, provided that the schoolwide program is consistent with the purpose of American Indian education programs and the district's application identifies how the use of such funds in a schoolwide program will produce benefits to American Indian students that would not be achieved if not used in a schoolwide program. (20 USC 7424)~~

~~As needed, professional development shall be provided to teachers and other school staff to assist them in working with American Indian students and carrying out Title VI programs. (20 USC 7424)~~

~~The Superintendent or designee shall maintain a record of the information establishing the status of each student as an American Indian student eligible for assistance through the federal American Indian education program. (20 USC 7427)~~

~~The Superintendent or designee shall periodically assess the progress of American Indian students, including American Indian students who do not participate in programs funded through Title VI, in meeting program goals and objectives. Assessment results shall be provided to the Board, the committee established pursuant to 20 USC 7424, tribes whose children are served by the district,~~

and the community. (20 USC 7424)

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 33380-33384

Description

California Indian Education Centers

Federal

2 CFR 200.0-200.521

Description

Federal uniform grant guidance

20 USC 6314

Title I schoolwide program

20 USC 7401-7492

Indian education

20 USC 7701-7714

Impact Aid

34 CFR 222.90-222.129

Impact Aid; special provisions for local educational agencies that claim children residing on Indian lands

Management Resources

Website

Description

[CSBA District and County Office of Education Legal Services](#)

Website

[U.S. Department of Education, Office of Impact Aid](#)

Website

[U.S. Department of Education, Office of Indian Education](#)

Website

[California Department of Education](#)

Cross References

Code

0410

Description

[Nondiscrimination In District Programs And Activities](#)

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Policy 6174: Education For English Learners

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: ~~07/06/01/2019~~2023 | Last Reviewed Date: ~~07/06/01/2019~~2023

CSBA NOTE: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See CDE's ~~web site~~[website](#) for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's ~~publication~~, ["The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners;" \(Roadmap\)](#) available on its ~~web site~~[website](#).

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

CSBA NOTE: Pursuant to Education Code 60811, ~~in November 2012~~ the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), [and the English Language Arts/English Language Development Framework](#) aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. ~~In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards.~~ A supplementary resource, ["Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning;"](#) specifies the correspondence ~~between~~[of](#) the state ELD standards ~~and~~[to](#) the California Common Core State Standards for mathematics and the Next Generation Science Standards.

~~CDE's Roadmap~~[CDE's, "California Digital Learning Integration and Standards Guidance," available on its website, provides distance learning curriculum and instructional guidance for mathematics, English language arts, and English language development.](#)

[Additionally, CDE's, "Roadmap"](#) encourages differentiated instruction and curriculum which are

integrated across all subject areas and ~~emphasize~~emphasizes inquiry-based learning and critical thinking skills.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

CSBA NOTE: The following items are for use by districts that maintain middle and/or high schools and may be revised to reflect the grade levels offered by the district. Education Code 60811.8, as added by AB 2735 (Ch. 304, Statutes of 2018), prohibits districts from denying any student who is an English learner the opportunity to enroll in core curriculum courses, courses required for middle school promotion or high school graduation, courses required for college admission, or advanced courses, with specified exceptions for recently arrived immigrant students. Pursuant to However, Education Code 60811.8, ~~this law~~ does not require districts to create supplemental courses in languages other than English.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-/social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

However, an English learner ~~may be denied participation in any such course if the student~~who has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and may be denied participation in any such course, if the course of study provided to the student is designed to remedy academic deficits incurred during participation and reasonably calculated to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in ~~item~~Item #1 above
3. Other courses that meet the "a-gA-G" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

CSBA NOTE: Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. CDE's "Roadmap" provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

CSBA NOTE: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305 requires the district to solicit input on language acquisition programs as part of the parent/guardian and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

Staff Qualifications and Training

CSBA NOTE: Commission on Teacher Credentialing's (CTC) leaflet CL-622, "Serving English Learners, describes," and "Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations," describe requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from CTC; see AR 4112.22 - Staff Teaching English Learners.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

CSBA NOTE: The following paragraph reflects a requirement for districts that receive federal Title III funds to improve the education of English learners, and is recommended for use by all districts. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

CSBA NOTE: The following paragraph is optional. CDE's "Roadmap," indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

Identification and Assessment

CSBA NOTE: CDE's ["Roadmap"](#) emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development. Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using the state English Language Proficiency Assessments for California (ELPAC). The ELPAC includes an initial test for identifying students who may be English learners and an annual summative assessment for determining English learners' level of English proficiency and progress in acquiring the skills of listening, speaking, reading, and writing in English. CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration, identification of English learners, and reclassification criteria.

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

CSBA NOTE: Note: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress (CAASPP) to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR ~~854.1-854.3~~[853](#) during test administration.

CAASPP also includes the optional California Spanish Assessment for students in grades 3-8 and high school, which measures a student's competency in reading, writing, and listening in Spanish.

[Pursuant to Education Code 60900.1, as added by AB 1868 \(Ch. 907, Statutes of 2022\), CDE is required to annually post on its website CAASPP test results by English language acquisition status and to report enrollment data by English language acquisition status and disability.](#)

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR ~~854.1-854.3~~[853](#). English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR ~~854.1-854.3~~[853](#))

CSBA NOTE: The following paragraph is optional. CDE's ["Roadmap"](#) highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

Language Acquisition Programs

CSBA NOTE: Education Code 305-310 ~~authorize~~**authorizes** parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. The following section may be revised to reflect programs offered by the district. Also see the accompanying administrative regulation.

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

CSBA NOTE: Items #1-2 below are optional and may be revised to reflect district practice.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding

CSBA NOTE: The following paragraph is for use by districts that maintain any of grades K-3.

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

CSBA NOTE: Pursuant to 5 CCR 11311, districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. See the section "Language Acquisition Programs" in the accompanying administrative regulation.

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

CSBA NOTE: The following paragraph is optional and may be deleted if the district does not offer a dual-language immersion program.

Pursuant to Education Code 48345, as added by SB 941 (Ch. 711, Statutes of 2022), as an alternative to cancelling classes or seeking emergency credentials for teachers, the Governing Board is authorized, until July 1, 2029, to enter into an instruction collaboration agreement (ICA) with districts, county offices of education, or charter schools to offer courses and coursework to students who have been impacted by disruptions or cancellations to dual language immersion programs, or teacher shortages to such programs. See BP 5117 – Interdistrict Attendance for more information on ICAs.

Until July 1, 2029, the Superintendent or designee may, with Board approval, and as specified in BP 5117 – Interdistrict Attendance, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations, or teacher shortages to dual language immersion programs. (Education Code 48345)

Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language

acquisition program into an English language mainstream classroom.

Program Evaluation

CSBA NOTE: The following section may be revised to reflect indicators agreed upon by the ~~Governing~~ Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners. Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

20 USC 6311 requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to ~~items~~Items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
5 CCR 11300-11316	English learner education
5 CCR 11510-11517.5	California English Language Development Test
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 854.1-854.3 853	CAASPP and universal tools, designated supports, and accommodations Administration of CAASPP
5 CCR 854.9	CAASPP and unlisted resources for students with disabilities
Ed. Code 200	Prohibition of discrimination
Ed. Code 300-340	English language education for immigrant children
Ed. Code 310	Language acquisition programs
Ed. Code 313-313.5	Assessment of English proficiency
Ed. Code 33050	Nonwaivable provisions
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 430-446	English Learner and Immigrant Pupil Federal Conformity Act
Ed. Code 44253.1-44253.11	Qualifications of teachers of English learners
Ed. Code 48345	Interdistrict instruction collaboration agreements
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52160-52178	Bilingual Bicultural Act of 1976
Ed. Code 56305	CDE manual on English learners with disabilities
Ed. Code 60603	Definition; recently arrived English learner
Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 62002.5	Continuation of advisory committee after program sunsets
Federal	Description
20 USC 1412	State eligibility
20 USC 1701-1705 1721	Equal Educational Opportunities Act
20 USC 6311	State plan

20 USC 6312	Local educational agency plan
20 USC 6801-7014	Limited English proficient and immigrant students
20 USC 7801	Definition of English learner
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 200.16	Assessment of English learners
Management Resources	Description
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 40 (2000)
California Department of Education Publication	California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018 2017 (https://www.cde.ca.gov/sp/el/rm/rmpolicy.asp)
<u>California Department of Education Publication</u>	<u>English Language Proficiency Assessments for California Information Guide, August 2022</u> (https://www.cde.ca.gov/ta/tg/ep/documents/elpacinfoguide22.docx)
<u>California Department of Education Publication</u>	<u>California Practitioners' Guide for Educating English Learners with Disabilities, 2019</u> (https://www.cde.ca.gov/sp/se/ac/documents/ab2785guide.pdf)
California Department of Education Publication	Common Core State Standards for Mathematics, rev. 2013 (https://www.cde.ca.gov/be/st/ss/documents/ccsmathstandardaug2013.pdf)
California Department of Education Publication	Reclassification Guidance for 2017-18 202-21 and <u>Statewide Testing Window Extension</u> , CDE Correspondence, April 28, 2017 June 14, 2021 (https://www.cde.ca.gov/sp/el/rd/reclass2021tstng.asp)
<u>California Department of Education Publication</u>	<u>Monitoring Reclassified Students, December 2019</u> (https://www.cde.ca.gov/sp/el/rd/reclassified122019.asp)
California Department of Education Publication	Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015 (https://www.cde.ca.gov/sp/el/er/documents/fnl1516agmnte1dstndab899.doc)
California Department of Education Publication	Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18 Accessibility Resources Matrix, 2022 (https://www.cde.ca.gov/ta/tg/ca/documents/caaccessmatrix23.docx)

California Department of Education Publication	Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015 (https://www.cde.ca.gov/pd/ca/sc/ngssstandards.asp)
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California Department of Education Publication	Englisher Learner, Federal Program Monitoring Instrument (https://www.cde.ca.gov/ta/cr/documents/el2223.docx)
Commission on Teacher Credentialing Publication	Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations, December 2021 (https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/bilingual_authorization_program_standards_bt pes.pdf?sfvrsn=8ebc27b1_3)
Court Decision	Valeria O. v. Davis; (2002) 307 F.3d 1036
Court Decision	California Teachers Association v. State Board of Education et al.; (9th Circuit, 2001) 271 F.3d 1141
Court Decision	McLaughlin v. State Board of Education; (1999) 75 Cal.App.4th 196
Court Decision	Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698
CSBA Publication	English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016 (https://www.csba.org/~media/544AF3BEB57F449689C9942EDB3F919F.ashx)
CSBA Publication	English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017 (https://www.csba.org/~media/CSBA/Files/GovernanceResources/GovernanceBriefs/201703GBEnglishLearnersInFocusIssue4_Prop58.ashx?la=en&rev=1153e4657b3c46328a4bd425ee40f1c2)

CSBA Publication	<p>English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018</p> <p>https://www.csba.org/GovernanceAndPolicyResources/~media/CSBA/Files/GovernanceResources/GovernanceBriefs/201802EnglishLearnerRoadmap.ashx</p>
CSBA Publication	<p>English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. Sep September 2016</p> <p>https://www.csba.org/GovernanceAndPolicyResources/~media/AF163C269B0A4E6B83FE1A5626BB5273</p>
CSBA Publication	<p>English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014</p> <p>https://www.csba.org/~media/CSBA/Files/GovernanceResources/GovernanceBriefs/201409GBEnglishLearnersInFocusIssue2_DualImmersion</p>
The Education Trust-West Publication	<p>Unlocking Learning: Science as a Lever for English Learner Equity, January 2017</p> <p>https://west.edtrust.org/resource/unlocking-learning-science-lever-english-learner-equity/</p>
The Education Trust-West Publication	<p>Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018</p> <p>https://west.edtrust.org/resource/unlocking-learning-ii-using-math-lever-english-learner-equity/</p>
U.S. Department of Education Publication	<p>English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), September 2016</p> <p>https://www2.ed.gov/policy/elsec/leg/essa/essatitleiiiguidenenglishlearners92016.pdf</p>
U.S. Department of Education Publication	<p>Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017 (https://oese.ed.gov/files/2020/10/real-guidefinal.pdf)</p>
U.S. Department of Education Publication	<p>English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016</p> <p>https://ncela.ed.gov/files/english_learner_toolkit/OELA_2017_ElToolkit_508C.pdf</p>
U.S. Department of Education Publication	<p>Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015</p> <p>https://www2.ed.gov/about/offices/list/ocr/letters/colleague-el-201501.pdf</p>

Website Publication	Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017 CSBA District and County Office of Education Legal Services
Website	National Clearinghouse for English Language Acquisition
Website	The Education Trust-West
Website	California Department of Education, English Learners
Website	California Association for Bilingual Education
Website	CSBA
Website	U.S. Department of Education
Website	California Digital Learning Integration and Standards Guidance (https://www.cadlsg.com/)

Cross References

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6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
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Regulation 6174: Education For English Learners

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: ~~12/06/01/2019~~2023 | Last Reviewed Date: ~~07/06/01/2019~~2023

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

CSBA NOTE: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) ~~web site~~[website](#).

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307, 11518.5)

CSBA NOTE: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. The English Language Proficiency Assessments for California

(ELPAC) are used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC. (Education Code 313, 52164.1; 5 CCR 11518.5)

CSBA NOTE: Pursuant to 5 CCR 11518.35 specifies "universal tools" that may be used with all students in ELPAC administration, and "25, the district is required to provide English learners with disabilities with the designated supports" and "accommodations" that may be used with students with disabilities when specified in their in accordance with the student's individualized education program or Section 504 plan.

The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ELPAC as appropriate. Pursuant to 5 CCR 11518.30, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16 provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).

Pursuant to Education Code 56305, CDE has developed a manual, "California Practitioners' Guide for Educating English Learners with Disabilities," which provides guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35~~35~~37.

CSBA NOTE: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. CDE has developed sample notification letters, available on its web site [website](#) in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

Based on the initial assessment, the student shall be classified either as initially fluent in English proficient or as an English learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the ELPAC initial assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the student met the

ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification. (5 CCR 11518.5)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)

CSBA NOTE: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, districts receiving Title I or Title III funds are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program.

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided ~~not~~no later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable

- e. When the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

CSBA NOTE: Education Code 313.2 requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in ~~item~~Item #4 below.

4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Language Acquisition Programs

CSBA NOTE: Pursuant to 5 CCR 11311, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in ~~item~~Item #2 is attained, the Superintendent or designee shall:
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
 - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
 - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in ~~item~~Item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
 - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals

5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

The district shall provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum. (5 CCR 11302)

Reclassification/Redesignation

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

CSBA NOTE: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in ~~items~~Items #1-4 below. Additional guidance ~~is~~and resources regarding reclassification criteria are available on CDE's ~~web site~~website. The district may expand the following list to reflect any additional criteria it has established.

The ~~procedures used to determine~~criteria for determining whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

CSBA NOTE: Pursuant to Education Code 313.3, as amended by AB 181 (Ch. 52, Statutes of 2022), the date by which CDE is required to develop, ~~by June 30, 2020,~~ a standardized teacher observation protocol for use in evaluating a ~~student's~~student's English language proficiency, as required by ~~item~~Item #2 below, as well as professional development tools to train teachers on the use of the protocol has been extended to December 31, 2023. CDE is currently developing the, "Observation Protocol for Teachers of English Learners (OPTEL)," a resource to support educators in monitoring and evaluating language use of English learner students.

2. ~~Participation of~~Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not limited to, a review of the student's curriculum mastery and academic performance

3. Parent/guardian involvement, including:

- a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate
- b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process
- c. Provision of an interpreter for the parent/guardian, when necessary

CSBA NOTE: Pursuant to Education Code 313, the fourth criterion Item #4 requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from CDE to district superintendents ("Updated Reclassification Guidance for 2017-18)2018-19," dated April 28, 2017 January 18, 2019, clarifies that the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion for grades 3-8 and 11, or districts may select another local assessment: for all grade levels. CDE correspondence, which is and resources, available on its web site, provides website, provide examples of appropriate measures.

4. Student Comparison of student performance on an objective assessment of basic skills in English that shows against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is performing at or near grade level sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

CSBA NOTE: Pursuant to 20 USC 6841, districts receiving federal Title III funding are required to report to CDE the number and percentage of English learners, including English learners with a disability, meeting state academic standards for each of four years after they are no longer receiving services under Title III. In the Federal Program Monitoring process, CDE reviews whether the district monitors the progress of reclassified students for a minimum of four years to ensure correct classification and placement of reclassified students and the provision of additional academic support as needed. A letter from CDE to district superintendents, "Monitoring Reclassified Students," dated December 20, 2019, describes the areas in which districts should monitor students to ensure academic progress of former English learner students.

Districts that do not receive Title III funding may revise the following paragraph to reflect district practice.

The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure correct classification and placement and to determine whether any

additional academic support is needed. the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841)

Advisory Committees

CSBA NOTE: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, an advisory committee on programs and services for English learners is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committees are specified in Education Code 52176 and 5 CCR 11308.

A school-level English Learner Advisory Committee (ELAC) shall be established when there are more than 20 English learners at the school. Parents/guardians of English learners, elected by parents/guardians of English learners at the school, shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership. (Education Code 52176; 5 CCR 11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of regular school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the ~~Governing~~ Board for consideration for inclusion in the district master plan. (Education Code 52176)

CSBA NOTE: Pursuant to 5 CCR 11308, each school-level English Learning Advisory Committee (ELAC) is entitled to elect at least one member to the District English Learner Advisory Committee (DELAC). If there are more than 30 ELACs in the district, the district may use a system of proportional or regional representation. The following paragraph may be revised to reflect district practice.

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

CSBA NOTE: 5 CCR 11308 delineates the duties of the DELAC, as provided below. The list of DELAC duties on CDE's ~~web site~~ website omits ~~item~~ Item #5, administration of the annual language census.

The DELAC shall advise the Board on at least the following tasks: (5 CCR 11308)

1. Developing a district master plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. Conducting a districtwide needs assessment on a school-by-school basis

3. Establishing a district program, goals, and objectives for programs and services for English learners
4. Developing a plan to ensure compliance with applicable teacher or instructional aide requirements
5. Administering the annual language census
6. Reviewing and commenting on the district's reclassification procedures
7. Reviewing and commenting on the required written parental notifications

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that [DELAC and ELAC](#) committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

CSBA NOTE: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners. [The English learner parent advisory committee is not required after July 1, 2024.](#)

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP). [Such advisory committee shall provide input regarding the district's existing language acquisition programs and language programs, and, where possible, the establishment of other such programs,](#) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. ~~(Education Code~~ [If the DELAC acts as the ELAC pursuant to Education Code 52063 and 52062, the DELAC shall also review and comment on the development or annual update of the LCAP. \(Education Code 52062, 52063; 5 CCR 11301, 15495\)](#)

The DELAC may also serve as the LCAP English learner advisory committee.

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 11300-11316	English learner education

5 CCR 11510-11517.5	California English Language Development Test
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 854.1-854.3 <u>853</u>	CAASPP and universal tools, designated supports, and accommodations <u>Administration of CAASPP</u>
5 CCR 854.9	CAASPP and unlisted resources for students with disabilities
<u>Ed. Code 200</u>	<u>Prohibition of discrimination</u>
Ed. Code 300-340	English language education for immigrant children
Ed. Code 310	Language acquisition programs
Ed. Code 313-313.5	Assessment of English proficiency
Ed. Code 33050	Nonwaivable provisions
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 430-446	English Learner and Immigrant Pupil Federal Conformity Act
Ed. Code 44253.1-44253.11	Qualifications of teachers of English learners
<u>Ed. Code 48345</u>	<u>Interdistrict instruction collaboration agreements</u>
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52160-52178	Bilingual Bicultural Act of 1976
Ed. Code 56305	CDE manual on English learners with disabilities
Ed. Code 60603	Definition; recently arrived English learner
Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 62002.5	Continuation of advisory committee after program sunsets
Federal	Description
20 USC 1412	State eligibility
20 USC 1701-1705 <u>1721</u>	Equal Educational Opportunities Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6801-7014	Limited English proficient and immigrant students
20 USC 7801	Definition of English learner

34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 200.16	Assessment of English learners
Management Resources	Description
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 40 (2000)
California Department of Education Publication	California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018 2017 (https://www.cde.ca.gov/sp/el/rm/rmpolicy.asp)
<u>California Department of Education Publication</u>	<u>English Language Proficiency Assessments for California Information Guide, August 2022</u> (https://www.cde.ca.gov/ta/tg/ep/documents/elpacinfoguide22.docx)
<u>California Department of Education Publication</u>	<u>California Practitioners' Guide for Educating English Learners with Disabilities, 2019</u> (https://www.cde.ca.gov/sp/se/ac/documents/ab2785guide.pdf)
California Department of Education Publication	Common Core State Standards for Mathematics, rev. 2013 (https://www.cde.ca.gov/be/st/ss/documents/ccssmathstandardaug2013.pdf)
California Department of Education Publication	Reclassification Guidance for 2017-18 202-21 and <u>Statewide Testing Window Extension</u> , CDE Correspondence, April 28, 2017 June 14, 2021 (https://www.cde.ca.gov/sp/el/rd/reclass2021tstng.asp)
<u>California Department of Education Publication</u>	<u>Monitoring Reclassified Students, December 2019</u> (https://www.cde.ca.gov/sp/el/rd/reclassified122019.asp)
California Department of Education Publication	Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015 (https://www.cde.ca.gov/sp/el/er/documents/fnl1516agmnte1dstndab899.doc)
California Department of Education Publication	Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18 <u>Accessibility Resources Matrix, 2022</u> (https://www.cde.ca.gov/ta/tg/ca/documents/caaccessmatrix23.docx)
California Department of Education Publication	Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015 (https://www.cde.ca.gov/pd/ca/sc/ngsstandards.asp)
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California Department of Education Publication	English Language Arts/English Language Development Framework for California Public Schools: Kindergarten through Grade Twelve, 2014 https://www.cde.ca.gov/ci/rl/cf/elaeldfrmwrksbeadopted.aspx
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California Department of Education Publication	Englisner Learner, Federal Program Monitoring Instrument https://www.cde.ca.gov/ta/cr/documents/el2223.docx
Commission on Teacher Credentialing Publication	Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations, December 2021 https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/bilingual_authorization_program_standards_btpes.pdf?sfvrsn=8ebc27b1_3
Court Decision	Valeria O. v. Davis, (2002) 307 F.3d 1036
Court Decision	California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141
Court Decision	McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Court Decision	Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698
CSBA Publication	English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016 https://www.csba.org/~media/544AF3BEB57F449689C9942EDB3F919F.ashx
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CSBA Publication	English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. Sep September 2016 https://www.csba.org/GovernanceAndPolicyResources/~media/AF163C269B0A4E6B83FE1A5626BB5273)
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The Education Trust-West Publication	Unlocking Learning: Science as a Lever for English Learner Equity, January 2017 https://west.edtrust.org/resource/unlocking-learning-science-lever-english-learner-equity/)
The Education Trust-West Publication	Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018 https://west.edtrust.org/resource/unlocking-learning-ii-using-math-lever-english-learner-equity/)
U.S. Department of Education Publication	English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), <u>September 2016</u> https://www2.ed.gov/policy/elsec/leg/essa/essatitleiiiguidentenglishlearners92016.pdf)
U.S. Department of Education Publication	Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017 (https://oese.ed.gov/files/2020/10/real-guidefinal.pdf)
U.S. Department of Education Publication	English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016 https://ncela.ed.gov/files/english_learner_toolkit/OELA_2017_ELsToolkit_508C.pdf)
U.S. Department of Education Publication	Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015 https://www2.ed.gov/about/offices/list/ocr/letters/colleague-e-el-201501.pdf)
<u>Website</u> Publication	<u>Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017</u> <u>CSBA District and County Office of Education Legal Services</u>
Website	National Clearinghouse for English Language Acquisition

Website	The Education Trust-West
Website	California Department of Education, English Learners
Website	California Association for Bilingual Education
Website	CSBA
Website	U.S. Department of Education
Website	California Digital Learning Integration and Standards Guidance (https://www.cadlsg.com/)

Cross References

Code	Description
0200	Goals For The School District
0415	Equity
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
3100	Budget
3100	Budget
4112.22	Staff Teaching English Learners
4131	Staff Development
4231	Staff Development
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5117	Interdistrict Attendance
5126	Awards For Achievement
5126	Awards For Achievement
5148	Child Care And Development

5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response To Instruction And Intervention
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
6142.91	Reading/Language Arts Instruction
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6159	Individualized Education Program
6159	Individualized Education Program
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
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
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
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
6175	Migrant Education Program
6175	Migrant Education Program
6190	Evaluation Of The Instructional Program

Bylaw 9322: Agenda/Meeting Materials

Status: ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: 03/06/01/20222023 | Last Reviewed Date: 12/06/01/20182023

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

CSBA NOTE: Government Code 54954.2 requires Governing Board meeting agendas to briefly describe each item to be discussed, including closed session items, and states that a brief general description of an item generally need not exceed 20 words. For information regarding the different types of meetings and meeting location requirements, including teleconferenced meetings, see BB 9320 - Meetings and Notices. For agenda requirements regarding closed session agenda items, see BB 9321 - Closed Session ~~Purposes and Agendas.~~

Each agenda shall state the meeting time and location and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. ~~However, the~~ The agenda for a regular meeting shall also provide members of the public an opportunity to address the Board regarding matters within the subject matter jurisdiction of the Board which are not on the agenda. (Education Code 35145.5; Government Code 54954.3)

The agenda does not need ~~not~~ to provide an opportunity for public comment ~~when the agenda~~ on an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. ~~(Government Code 54954.3)~~

~~The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; (Government Code 54954.3)~~

The notice and agenda shall describe the means available for the public to access the meeting and provide public comment in-person and, if a Board member is appearing remotely due to an emergency circumstance or for just cause pursuant to Government Code 54953, through an internet-based service or call-in option. (Government Code 54953)

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda for a regular meeting must include the address of the location where the public can inspect any materials that are related to an open session item and are distributed to the Board less than 72 hours before that meeting. See

section below entitled "Agenda Dissemination to Members of the Public."CSBA NOTE: Government Code 54954.2 requires that the agenda include information regarding how, when, and to whom a request for a disability-related accommodation or modification may be made. Additionally, 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 Americans with Disabilities Act, and to resolve any doubt in favor of accessibility. See BB 9320 - Meetings and Notices. The following paragraph should be modified to reflect district practice as to when and to whom such a request should be made.

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

CSBA NOTE: Government Code 54954.2 requires that the agenda include information regarding how, when, and to whom a request for a disability-related accommodation or modification may be made. See BB 9320 - Meetings and Notices. The following paragraph should be modified to reflect district practice as to when and to whom such a request should be made.

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting: , as well as the procedure for receiving and resolving such requests as required by law. (Government Code 54954.2), 54953)

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda for a regular meeting must include the address of the location where the public can inspect any materials that are related to an open session item and are distributed to the Board less than 72 hours before that meeting. In Fowler v. City of Lafayette, the court clarified that the disclosure requirements of Government Code 54957.5 also apply to claims or written threats of litigation pursuant to Government Code 54956.9.

See the section below entitled "Agenda Dissemination to Members of the Public."

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents have been distributed to the Board less than 72 hours before the meeting. (Government Code 54956.9, 54957.5)

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 49073.2, the Board is prohibited from including in its minutes a student's directory information, as defined in Education Code 49061, or a parent/guardian's personal information, as defined in Education Code 49073.2, when the student or parent/guardian has provided the Board with a written request that such information be excluded; see BB 9324 - Minutes and Recordings. In order to notify students and parents/guardians of the right to request that such information be withheld, the Board should consider including a statement in each agenda.

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall

also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

CSBA NOTE: Education Code 35145.5 mandates that the Board adopt reasonable regulations to ensure that members of the public can place matters directly related to district business on Board meeting agendas. The following paragraph, including the timeline, should be revised to reflect district practice. Districts are free to establish their own timeline for placing an item on the agenda, taking into account staff time and resources, as long as the established timeline is a reasonable one. In *Caldwell v. Roseville Joint Union High School District*, a federal district court upheld a district bylaw requiring members of the public to submit a written request in order to place items on a meeting agenda. The case involved an alleged violation of the plaintiff's First Amendment rights when the district did not place an item on the agenda in response to the plaintiff's oral request because the district disagreed with the plaintiff's religious beliefs. However, the court held that the district's bylaw requiring that requests first be made in writing was content-neutral and thus a reasonable restriction.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information; ~~if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.~~

CSBA NOTE: In *Mooney v. Garcia*, a California appeals court reaffirmed the ~~board's~~ Board's discretion in determining whether an agenda item is related to school district matters within the subject matter jurisdiction of a governing board.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly.

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board ~~to~~ take action during a Board meeting to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, ~~and~~ whether the item should be an action item subject to Board vote or an information item ~~that does not require immediate action~~, and when the item is placed on the agenda.

CSBA NOTE: The following optional paragraph is for boards that use the consent agenda or calendar to take action on matters of a routine nature for which discussion may not be necessary. It is important for such boards to limit the use of the consent agenda to noncontroversial matters and

to establish rules that help ensure that any use of the consent agenda does not reduce transparency in the ~~board's~~ **Board's** conduct of district business or result in violation of the open meeting laws. In addition, boards should be aware that, by law, certain items may not be placed on the consent agenda. For example, pursuant to Government Code 54960.2, a board's decision to approve or rescind its unconditional commitment to refrain from taking certain actions in violation of the Brown Act must be made as a separate item and not on the consent agenda. See BB 9323.2 - Actions by the Board.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a ~~regular~~ **separate** agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

CSBA NOTE: The following section is optional and should be modified to reflect district practice. Pursuant to Government Code ~~6252.7~~ **7921.310**, when the Board, in the conduct of its duties, is authorized by law to access any writing of the Board or district, including agenda and supporting documents, the district is prohibited from discriminating between or among Board members as to when and which writing will be made available.

CSBA's GAMUT Meetings, an electronic board meeting agenda service for use by districts, county offices of education, and the public allows development of and access to Board meeting agendas, supporting documents, and minutes from any computer that has Internet access. Further information can be found on CSBA's ~~web site~~ **website**.

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, minutes to be approved and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed

meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Any agenda ~~Agenda~~ and related materials distributed to the Board shall be made available to the public upon request without delay. ~~Only~~ However, only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting or which contain a claim or written threat of litigation which will be discussed in closed session shall be made available to the public. (Government Code 54956.9, 54957.5)

CSBA NOTE: Pursuant to Government Code 54954.2, the agenda for a regular meeting of the Board must be posted at least 72 hours prior to the meeting on the district's ~~web site~~ website, if it has one, and at a location that is freely accessible to the public. 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, including evening hours, during the 72 hours immediately preceding the meeting. Also see BB 9320 - Meetings and Notices.

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. (Government Code 54954.2)

CSBA NOTE: Government Code 54954.2 requires that the agenda ~~for any meeting occurring on or after January 1, 2019,~~ be posted on the homepage of the district ~~web site~~ website, if it has one, in accordance with law. Districts that use an integrated agenda management platform, such as CSBA's GAMUT Meetings, may provide a direct link on the homepage of the district's ~~web site~~ website to access agendas posted on the platform. Pursuant to Government Code 54954.2, the link must not be solely accessible through a contextual menu, and the agenda must be posted in a format which is retrievable, downloadable, indexable, electronically searchable by commonly used Internet search applications, available to the public free of charge, and without any restriction that would impede the reuse or redistribution of the agenda.

The Attorney General has opined in 99 Ops. Cal. Atty. Gen. 11 (2016) that the Brown Act regular meeting online agenda posting provision contained within Government Code 54954.2 is not necessarily violated when a local agency's ~~web site~~ website experiences technical difficulties that cause the agenda to become inaccessible to the public for a portion of the 72 hours that precede the scheduled meeting. If the local agency has otherwise substantially complied with the Brown Act agenda posting requirements, the legislative body may lawfully hold its regular meeting as scheduled.

Pursuant to Government Code 54957.5, as amended by AB 2647, the district may post on the district's website any writing related to an open session item of a regular Board meeting which is distributed to Board members less than 72 hours before the meeting, when, due to the closure of the location designated for inspection, the writing is not available for inspection by the public. To post such a writing, the requirements specified in Items #1-4 below must be 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.

In addition, the Superintendent or designee shall post the agenda on the homepage of the district ~~web site~~[website](#). The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the ~~web site~~[website](#) with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a ~~document~~[writing](#) which relates to an open session agenda item ~~or~~ for which contains a claim or written threat of litigation which will be discussed in closed session during a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the ~~document~~[writing](#) available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (~~Government Code 54957.5~~)

However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)

1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting
2. The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting
3. The district lists the website address where such writings may be accessed on all Board meeting agendas
4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the relevant Board meeting

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

CSBA NOTE: The following paragraph is for districts that have a ~~web site~~[website](#) and should be deleted by districts that do not have a ~~web site~~[website](#). Pursuant to Government Code 54954.1, as amended by SB 274 (Ch. 763, Statutes of 2021), any district with a ~~web site~~[website](#) is required to email a copy of, or a ~~web site~~[website](#) link to, the agenda or a copy of all the documents constituting the agenda packet if a person requests that such items be delivered by email, as specified below.

The Superintendent or designee shall email a copy of, or a ~~web site~~[website](#) link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a ~~web site~~[website](#) link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for

the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

CSBA NOTE: The following optional paragraph is for use by districts that charge a fee for mailing the agenda or agenda packet. Government Code 54954.1 authorizes districts to charge a fee for mailing the agenda or agenda packet as long as the fee does not exceed the cost of providing the service. Pursuant to Government Code 54957.5, a surcharge may not be imposed for providing the agenda and other public record documents in alternative formats to persons with disabilities.

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA. (Government Code 54957.5)

CSBA NOTE: Pursuant to Government Code 54954.1, upon request, the agenda and supporting documentation must be made available in appropriate alternative formats to persons with a disability, as required under the Americans with Disabilities Act (42 USC 12132). Examples of alternative formats, also referred to as "auxiliary aids and services," are listed in 28 CFR 36.303 and include accessible electronic and information technology, audio recordings, or Braille materials.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

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
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 49061	Definitions; directory information
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Gov. Code 53635.7	Separate item of business for borrowing of \$100,000 or more
Gov. Code 54953	Meetings; Americans with Disabilities Act accessibility
Gov. Code 54954.1	Request for copy of agenda or agenda packet by member of public

Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54954.5	Closed session item descriptions
Gov. Code 54956.5	Emergency meetings
Gov. Code 54956.9	Meetings
Gov. Code 54957.5	Public records
Gov. Code 54960.2	Challenging board actions; cease and desist
Gov. Code 7920.000 -- 7930.170 215	California Public Records Act
Gov. Code 95000-95004	California Early Intervention Services Act
Federal	Description
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations; auxiliary aids, and services
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
Attorney General Opinion	99 Ops. Cal. Atty. Gen. 11 (2016)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Caldwell v. Roseville Joint Union High School District, (2007) U.S. Dist. LEXIS 66318
Court Decision	Mooney v. Garcia, (2012) 207 Cal.App.4th 229
Court Decision	Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68
Court Decision	Sierra Watch v. County of Placer (2022) 69 Cal.App.5th 86
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018
Website	CSBA District and County Office of Education Legal Services
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0000	Vision

0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1112	Media Relations
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3312	Contracts
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability

4312.1	Contracts
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
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
9012	Board Member Electronic Communications
9121	President
9122	Secretary
9130	Board Committees
9150	Student Board Members
9200	Limits Of Board Member Authority
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
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

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

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

Item Number: 12

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

SUBJECT:

Request to approve Resolution #851 authorizing the sale of the second series of Measure K Bonds in an amount not to exceed \$6.8 million. In addition, the Resolution:

- Authorizes the sale to an underwriter to be selected using a competitive selection process
- Sets forth a good faith estimate of the costs of the financing, as presented on May 9th
- Approves the following financing documents in draft form, and authorizes Assistant Superintendent of Business Services to execute the final versions of the documents with information from the sale:
 - Form of the Paying Agent Agreement
 - Form of the Bond Purchase Agreement
 - Form of the Continuing Disclosure Certificate
 - Form of the Preliminary Official Statement

BACKGROUND:

Measure K was successfully approved by voters within School Facilities Improvement District No. 2 at the November 2020 election, authorizing \$14.6 million in bonds to help fund various facilities projects. In April 2021, the District issued the first series of Measure K Bonds in the amount of \$4.9 million.

STATUS:

Assistant Superintendent of Business Services has met with Government Financial Strategies, Parker and Covert, LPP, and S&P regarding bond rating which will be released August 10, 2023.

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

OTHER PEOPLE WHO MIGHT BE PRESENT:

Not Applicable

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board approves Resolution # , to authorize the issuance of the Bonds within the stated parameters.

Time allocated: 5 minutes

MEMORANDUM

To: Tammy Busch
From: Sirikhwan Weaver *S.W.*
Date: July 26, 2023
Re: Measure K General Obligation Bonds of SFID No. 2
Authorizing Resolution and Financing Documents

Tammy, as you know, on August 8th, the Board will be asked to consider a resolution authorizing the issuance of Measure K bonds: the General Obligation Bonds of School Facilities Improvement District No. 2, Election of 2020, Series 2023 (the "Bonds"). The resolution also approves the forms of various bond documents related to the Bonds issuance. In preparation for the Board's consideration of these items, we are writing to briefly review the role of each of the primary documents

Resolution

In addition to authorizing the sale of the Bonds via a competitive bid process using the negotiated sale statutes, the *Resolution* also:

- Establishes not-to-exceed Bond issuance amounts of \$6,800,000
- Approves the forms of various documents related to the Bond issuance (as further described in the following sections), and authorizes certain District officials to execute the final versions of the documents with information available after the Bond sale
- Establishes Bond proceeds accounts with the County
- Identifies Parker & Covert LLP as Bond Counsel, Sacramento County as Paying Agent and our firm as Public Finance Consultant to the District with respect to the Bonds
- Provides, in Exhibit A, a good faith estimate for the Bonds to be issued, including the True Interest Cost, Finance Charge, Amount of Proceeds to be received, and Total Payment Amount

Note that since the *Resolution* approves the financing documents in form only to be finalized after the sale of the Bonds, many of the financial terms in the documents are blank.

Form of First Supplemental Paying Agent Agreement

The *First Supplemental Paying Agent Agreement* (which is a supplement to the original Paying Agent Agreement of Measure K Series 2021 Bonds) prescribes certain terms and conditions of the Bonds, including the principal maturity dates, interest payment dates, and how these Bonds may be refinanced in the future.

The final Bonds, the form of which is attached as Exhibit A to the *First Supplemental Paying Agent Agreement*, will be executed by the District prior to closing and entitle the holders thereof to receive principal and interest pursuant to the terms described in the *First Supplemental Paying Agent Agreement*. Attached to the form of Bonds is the form of the legal opinion from Bond Counsel. The legal opinion documents bond counsel's opinion that 1) the Bonds have been legally authorized and issued and 2) the Bonds are exempt from federal and state income tax.



Form of Bond Purchase Agreement

The *Bond Purchase Agreement* specifies the terms and conditions under which the underwriter will purchase the Bonds, identifies the purchase price that the District will receive and the debt service due on the Bonds, outlines the documents that are required to close the financing and describes conditions under which the agreement can be canceled by the underwriter. This document will be finalized on the day of sale of the Bonds (anticipated to be August 23rd).

Form of Continuing Disclosure Certificate

The *Continuing Disclosure Certificate* outlines the District's responsibilities for updating the municipal market and investors with information after the Bonds have been issued. The intent is to inform the market of the annual financial condition of the District as well as other significant events. The required content of the annual report and the list of significant events are outlined in the *Continuing Disclosure Certificate*.

Form of Preliminary Official Statement

The *Preliminary Official Statement* (the "POS") is the offering document containing material information for an investor to make an informed investment decision. Please note that the POS provided is a draft and is not complete. The completed version of the POS will be distributed to underwriters approximately one week before the currently planned sale date of August 23th.

Each Board member should review the POS and let District staff know if there are any concerns that the POS fails to provide accurate and complete information that a reasonable investor would consider significant in making a decision to purchase the Bonds. In reviewing the POS, please keep in mind that it is written with a certain amount of disclaimer and formality. This style is consistent with the industry standard for preparing such documents and enables the Bonds to be effectively marketed to potential investors. Based on the current schedule of events, it would be very helpful if any questions or comments regarding the POS could be provided by August 11th.

After the sale of the Bonds, final terms, including the final principal amounts and interest rates, will be incorporated, at which point the document becomes the final Official Statement. The *Resolution* also authorizes officers of the District to execute the final Official Statement.

Tammy, please let me know if you have any questions or comments.

SKW:abm

Enclosures

RESOLUTION NO. 851

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
PRESCRIBING THE TERMS AND AUTHORIZING
THE SALE AND ISSUANCE OF BONDS OF
ITS SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2;
APPROVING FORMS OF AND AUTHORIZING EXECUTION AND
DELIVERY OF DOCUMENTS; AND AUTHORIZING EXECUTION OF
NECESSARY CERTIFICATES AND RELATED ACTIONS**

WHEREAS, the Board of Trustees (the “Board”) of the River Delta Unified School District (the “District”) duly ordered an election under the authority of its Resolution No. 794 adopted on June 23, 2020, which was then regularly called and held, in the District’s territory identified as School Facilities Improvement District No. 2 (“SFID No. 2”) on November 3, 2020 (the “2020 Election”);

WHEREAS, the measure for incurring bonded indebtedness was submitted to the voters of SFID No. 2 at the election and abbreviated on the ballot as follows:

MEASURE K: “To upgrade schools, retain/attract quality teachers by repairing leaky roofs; removing asbestos/mold; keeping schools safe; updating technology, fire/drinking water safety; repairing, constructing, equipping/acquiring educational facilities to prepare students for college/jobs/careers, shall River Delta Unified School District issue \$14,600,000 in bonds at legal rates levying an estimated 6¢/\$100 of assessed value, averaging \$845,000 raised annually while bonds are outstanding, requiring audits, citizens’ oversight/all funds used locally, be adopted?”

BONDS-YES

BONDS-NO

WHEREAS, the returns of the election were thereafter canvassed pursuant to law, and the Registrars of Voters of Sacramento County, Solano County, and Yolo County authenticated that more than 55% of the votes cast (the amount required for passage) were in favor of issuing the general obligation bonds (the “Bonds”);

WHEREAS, the District issued the first series of the Bonds authorized by the electors of SFID No. 2, on April 29, 2021, in the aggregate principal amount of \$4,900,000, designated the “General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2021”;

WHEREAS, the Board has determined that it is necessary and desirable to issue and sell the second series of the Bonds authorized by the electors of SFID No. 2, such series of the Bonds

to be designated generally the “General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2023” (the “Series 2023 Bonds”), in an aggregate principal amount set forth the below, to finance the acquisition, construction, and improvement of school facilities and equipment, according to the terms and in the manner hereinafter set forth;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of the Series 2023 Bonds; and

WHEREAS, the indebtedness of the District, including the proposed issuance of the Series 2023 Bonds, is within all limits prescribed by law.

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

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

Section 2. Series 2023 Bonds; Issue Authorized. The Board hereby authorizes the issuance of the Series 2023 Bonds in an aggregate principal amount not to exceed \$6,800,000. The costs of issuance of the Bonds (including estimates of compensation for the underwriter) are set forth in Exhibit A, attached hereto, as the finance charge. If financially efficient, the Underwriter (as defined below) may purchase bond insurance for the Series 2023 Bonds at its own option and expense. The District is issuing the Series 2023 Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). Other terms and conditions of the Series 2023 Bonds and their execution, issuance, and sale, not prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

Section 3. Approval of First Supplemental Paying Agent Agreement. The Board hereby approves the form of the First Supplemental Paying Agent Agreement (the “Paying Agent Agreement”) between the District and the County of Sacramento (the “Paying Agent”), as presented to this meeting and on file with the Secretary of the Board. The President, Vice President, Clerk, and Secretary of the Board, and the Superintendent and Assistant Superintendent of Business Services of the District (the “Designated Officers”), or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Paying Agent Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Paying Agent Agreement, with the advice of Parker & Covert LLP (“Bond Counsel”), may require or approve. The execution of the Paying Agent Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the Board’s approval of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Series 2023 Bonds shall be as provided in the Paying Agent Agreement, as finally executed.

Section 4. Approval of Method of Sale and Bond Purchase Agreement. The Board hereby approves and authorizes Government Financial Services Joint Powers Authority (the “Public Finance Consultant”) to conduct a negotiated sale of the Series 2023 Bonds following a competitive bidding process to select, with the approval of a Designated Officer, a firm to underwrite the Series 2023 Bonds. The Board hereby further authorizes the sale of the Series 2023 Bonds with an underwriter’s discount, net of the cost of bond insurance, if any, in an amount not to exceed 2.0% of the principal amount of the Series 2023 Bonds. The method of sale described above has been selected by the Board since it offers greater flexibility than a public sale process in setting and changing the time and terms of the sale.

The Board hereby further approves the form of the Bond Purchase Agreement relating to the Series 2023 Bonds (the “Bond Purchase Agreement”) between the District and the underwriter to be designated in the Bond Purchase Agreement (the “Underwriter”), in the form as presented to this meeting, and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to negotiate the final terms of the sale of the Series 2023 Bonds with the Underwriter, selected by such Designated Officers, upon the recommendation of the District’s Public Finance Consultant, and based on a competitive bidding process conducted by the Public Finance Consultant. Further, the Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to sell the Series 2023 Bonds pursuant to the Bond Purchase Agreement, and to execute and deliver to the Underwriter, the Bond Purchase Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Bond Purchase Agreement, with the advice of Bond Counsel, may require or approve. The execution of the Bond Purchase Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the Board’s approval of such changes.

Section 5. Approval of Continuing Disclosure Certificate. The Board hereby approves the form of the Continuing Disclosure Certificate relating to the Series 2023 Bonds (the “Continuing Disclosure Certificate”), as presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Continuing Disclosure Certificate in substantially that form, with such changes therein as the Designated Officer or Officers executing the Continuing Disclosure Certificate, with the advice of Bond Counsel, may require or approve. The execution of the Continuing Disclosure Certificate by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the Board’s approval of such changes.

Section 6. Official Statement. The Board hereby approves the form of the Preliminary Official Statement relating to the Series 2023 Bonds (the “Preliminary Official Statement”), with such additions, changes, and deletions as permitted hereunder and under applicable law (the “Official Statement”), presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized and directed to execute the Official Statement in substantially that form, with such changes as the Designated Officer or Officers, upon the advice of the Public Finance Consultant, may require or approve. The execution of the Official Statement by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’

and the Board's approval of such changes. The Board hereby authorizes and directs the Public Finance Consultant to distribute copies of the Preliminary Official Statement to underwriters, who in turn may distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Series 2023 Bonds, and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Series 2023 Bonds. The Board hereby authorizes and directs the Designated Officer or Officers to deliver to the Underwriter certification to the effect that the Board deems the Preliminary Official Statement, with such changes approved by the Designated Officer or Officers, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Section 7. Valid Obligations. The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Series 2023 Bonds in order to make them legal, valid, and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Series 2023 Bonds have been performed and have been met, in regular and due form as required by law, including compliance with the required disclosures set forth in Government Code section 5852.1 (with good faith estimates set forth in Exhibit A attached hereto) and the laws authorizing the issuance of bonds of SFID No. 2; that the full faith and credit of the District are hereby pledged for the timely payment of the principal and interest on the Series 2023 Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series 2023 Bonds.

Section 8. Appointment of Paying Agent. The Board does hereby appoint the Director of Finance of the County of Sacramento (the "Director of Finance") to carry out the duties of the Paying Agent under the Paying Agent Agreement for the Series 2023 Bonds, including serving as authenticating agent, bond registrar, transfer agent and paying agent with respect to the Series 2023 Bonds.

Section 9. Paying Agent's Fees. In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the County, in cooperation with the Board of Supervisors of Solano County and the Board of Supervisors of Yolo County, to include within the annual tax levy for the Series 2023 Bonds the fees and expenses payable to the Paying Agent.

Section 10. Building Fund and Tax Collection Fund. (A) **Building Fund.** The District hereby requests that the Director of Finance establish and create and/or maintain the "General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020 Building Fund" (the "Building Fund"), and keep the fund separate and distinct from all other District and County funds. The District hereby further requests that the Director of Finance deposit the proceeds of the sale of the Series 2023 Bonds (except any premium or accrued interest received from the sale) into the Building Fund for use by the District to pay the costs of the school facilities described in the bond measure approved by the voters of SFID No. 2, and to pay costs of issuance of the Series 2023 Bonds. The District hereby authorizes the Director of Finance to rename the Building Fund as necessary to effectuate the purposes of this Resolution.

(B) Tax Collection Fund. The District hereby requests that the Director of Finance establish and create and/or maintain the “School Facilities Improvement District No. 2 of the River Delta Unified School District Tax Collection Fund” (the “Tax Collection Fund”), and keep the fund separate and distinct from all other District and County funds. The District hereby further requests that the Director of Finance deposit any premium received from the sale of the Series 2023 Bonds into the Tax Collection Fund. The District hereby further requests that the Director of Finance withdraw from the Tax Collection Fund and transfer to the Paying Agent at the times requested by the District the amounts required to pay debt service on the Series 2023 Bonds, and to pay the fees and expenses of the Paying Agent. The District hereby authorizes the Director of Finance to rename the Tax Collection Fund as necessary to effectuate the purposes of this Resolution.

Section 11. Identification of Professionals Involved. The Board hereby approves the firm of Government Financial Services Joint Powers Authority to act as Public Finance Consultant; the County, acting through its Director of Finance, to act as Paying Agent; the firm of Parker & Covert LLP to act as Bond Counsel and disclosure counsel to the District, and the firm of Zions Bancorporation, National Association to act as costs of issuance custodian, with respect to the sale and delivery of the Series 2023 Bonds.

Section 12. Official Intent. The District intends to undertake the acquisition, construction, and improvement of school facilities and equipment, described in the bond measure, to serve the District (the “Improvements”). The District intends to use the proceeds of its Series 2023 Bonds described in this Resolution to finance the Improvements. The District expects to pay certain capital expenditures (the “Reimbursement Expenditures”) in connection with the Improvements prior to the issuance by it of the indebtedness for the purpose of financing the costs of the Improvements on a long-term basis. The District reasonably expects that the Series 2023 Bonds debt obligations will be issued by it for the purpose of financing the cost of the Improvements on a long-term basis, and that certain of the proceeds of such debt obligations will be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District’s official intent to use a portion of the proceeds of the proposed indebtedness to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2 and Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended.

Section 13. Authorization of Officers to Execute Documents. The Board hereby authorizes and directs the Designated Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable, in order to complete the sale, issuance, and delivery of the Series 2023 Bonds, and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 14. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on August 8, 2023, by the River Delta Unified School District Board of Trustees, by the following vote:

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Secretary of the Board of Trustees

EXHIBIT A

GOOD FAITH ESTIMATES (California Government Code section 5852.1)

General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District Election of 2020, Series 2023

Supplemental to the terms and conditions of the Series 2023 Bonds set forth in this Resolution, the good faith estimates set forth in this Exhibit A are provided with respect to the Series 2023 Bonds in compliance with California Government Code section 5852.1. Such good faith estimates have been provided to the District by Government Financial Services Joint Powers Authority, as the District's Public Finance Consultant (as identified in Section 11 of this Resolution), acting as the District's financial advisor pursuant to Education Code section 15146(b)(1)(C).

True Interest Cost of the Series 2023 Bonds. The Public Finance Consultant has informed the District that, assuming the estimated principal amount not to exceed \$6,800,000 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Series 2023 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2023 Bonds, is 5.30%.

Finance Charge of the Series 2023 Bonds. The Public Finance Consultant has informed the District that, assuming the estimated principal amount not to exceed \$6,800,000 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Series 2023 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2023 Bonds), is \$300,000.

Amount of Proceeds to Be Received. The Public Finance Consultant has informed the District that, assuming the estimated principal amount not to exceed \$6,800,000 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Series 2023 Bonds, less the finance charge of the Series 2023 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Series 2023 Bonds, is \$6,500,000.

Total Payment Amount. The Public Finance Consultant has informed the District that, assuming the estimated principal amount not to exceed \$6,800,000 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2023 Bonds, plus the finance charges for the Series 2023 Bonds, as described above, not paid with proceeds of the Series 2023 Bonds, calculated to the final maturity of the Series 2023 Bonds, is \$14,291,916.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Series 2023 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Series 2023 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Series 2023 Bonds sold being different from the estimated principal amount not to exceed \$6,800,000, (c) the actual amortization of the Series 2023 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Series 2023 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series 2023 Bonds and the actual principal amount of Series 2023 Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Series 2023 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Series 2023 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

FIRST SUPPLEMENTAL PAYING AGENT AGREEMENT

between

RIVER DELTA UNIFIED DISTRICT

and

**COUNTY OF SACRAMENTO,
as Paying Agent**

Dated as of September 1, 2023

**[\$[PAR AMOUNT]
GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
ELECTION OF 2020, SERIES 2023**

(Supplemental to the Paying Agent Agreement dated as of April 29, 2021)

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FIRST SUPPLEMENTAL PAYING AGENT AGREEMENT

(Supplemental to the Paying Agent Agreement dated as of April 29, 2021)

This First Supplemental Paying Agent Agreement, dated as of September 1, 2023 (the “First Supplemental Paying Agent Agreement”), is entered into between the RIVER DELTA UNIFIED SCHOOL DISTRICT, a school district duly established and existing under the Constitution and laws of the State of California (the “District”), and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (the “Paying Agent”).

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code sections 15300 *et seq.* and Government Code sections 53506 *et seq.* and the approving vote of its qualified electors of its School Facilities Improvement District No. 2 (“SFID No. 2”) at an election held on November 3, 2020 (the “2020 Election”), to issue or have issued on its behalf general obligation bonds (the “Bonds”) in an aggregate principal amount not exceeding \$14,600,000;

WHEREAS, the District issued its first series of Bonds on April 29, 2021 in an aggregate principal amount of \$4,900,000, designated the General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2021 (the “Series 2021 Bonds”) pursuant to the Paying Agent Agreement dated as of April 29, 2021, between the District and the Paying Agent (the “Series 2021 Paying Agent Agreement,” and together with this First Supplemental Paying Agent Agreement, the “Paying Agent Agreement”) to pay the cost of the acquisition, construction, and completion of improvements described in the bond measure approved in the 2020 Election;

WHEREAS, the District intends to issue the second series of Bonds of SFID No. 2 (the “Series 2023 Bonds” as defined in Paragraph I – Definitions below) in the principal amount of \$[PAR AMOUNT], pursuant to Government Code sections 53506 *et seq.*, to pay the cost of the acquisition, construction, and completion of improvements described in the bond measure approved in the 2020 Election, including (i) all necessary legal, financial, engineering, and contingent costs in connection therewith; and (ii) certain legal, accounting, and financing expenses incurred in connection with the issuance of the Series 2023 Bonds;

WHEREAS, the District and the Paying Agent have determined to enter into this First Supplemental Paying Agent Agreement in order to provide for the authentication and delivery of the Series 2023 Bonds, to establish and declare the terms and conditions upon which the Series 2023 Bonds shall be issued and secured, and to secure the payment of the principal thereof and premium (if any) and interest thereon;

WHEREAS, the execution and delivery of this First Supplemental Paying Agent Agreement have in all respects been duly and validly authorized by a resolution duly passed and approved by the District; and

WHEREAS, the District has determined that all acts, conditions, and things required by law and by the Series 2021 Paying Agent Agreement to exist, to have happened, and to have been performed precedent to and in connection with the execution and the entering into of this First Supplemental Paying Agent Agreement do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, including the laws authorizing the issuance of bonds of SFID No. 2, and the parties hereto are now duly authorized to execute and enter into this First Supplemental Paying Agent Agreement.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL PAYING AGENT AGREEMENT WITNESSETH that, in order to secure the payment of the principal of and the interest on all Bonds at any time issued, authenticated, and delivered hereunder, and to provide the terms and conditions under which all property, rights, and interests hereby assigned and pledged are to be dealt with and disposed of, and to secure performance and observance of the terms, conditions, covenants, and agreements hereinafter expressed, and in consideration of the promises and of the material covenants herein contained, and of the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby agree and covenant with the Paying Agent for the benefit of the respective Owners, from time to time, of the Bonds, or any part thereof, as follows:

I. Definitions. Capitalized terms used herein and not defined herein shall have the definitions ascribed to such terms by the Series 2021 Paying Agent Agreement. As used in this First Supplemental Paying Agent Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Project means the acquisition, construction, and completion of improvements described in the measure approved in the 2020 Election.

Series 2023 Bonds means the General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2023.

II. Supplemental Provisions.

The following Article and Sections are hereby added to the Paying Agent Agreement:

**ARTICLE 12
THE SERIES 2023 BONDS**

Section 12.1 Terms and Form of Series 2023 Bonds.

(A) Authorization and Title of Series 2023 Bonds. The District hereby creates the Series 2023 Bonds as an additional series of Bonds and designates it “General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2023.” At any time after the execution and delivery of this First Supplemental Paying Agent Agreement, the District

may execute and the Paying Agent shall deliver the Series 2023 Bonds in an aggregate principal amount of \$[PAR AMOUNT].

(B) Form of Series 2023 Bonds. The form of the Series 2023 Bonds shall be substantially as set forth in *Exhibit A*, with such insertions, omissions, substitutions, and variations as may be determined by the officers executing the same, as evidenced by their execution thereof, to reflect the applicable terms of the Series 2023 Bonds established by this Article.

(C) Book-Entry Form; Denominations. The Series 2023 Bonds shall be issued as Current Interest Bonds, in fully registered form, in denominations of five thousand dollars (\$5,000) or any integral multiple thereof. The Series 2023 Bonds shall be initially issued registered in the name of “Cede & Co.,” as nominee of DTC. The Series 2023 Bonds shall be evidenced by one Series 2023 Bond maturing on each of the maturity dates as set forth below in this Section in a denomination corresponding to the total principal amount of the Series 2023 Bonds to mature on such date. Registered ownership of the Series 2023 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 3.2 (Book-Entry Provisions). The Series 2023 Bonds shall bear such distinguishing numbers and letters as may be specified by the District.

(D) Date; Interest Accrual; Maturity Dates; Interest Rates. The Series 2023 Bonds shall be dated their date of delivery, shall bear interest from such date at the following rates per annum, and shall mature on August 1 in the following years in the following amounts:

Maturity Date <u>(August 1)</u>	Principal <u>Amount</u> \$	Interest <u>Rate</u> %
--	--	--

*

**Term Bonds*

Interest on the Series 2023 Bonds shall be calculated on the basis of a 360-day year comprising twelve (12) thirty (30) day months. Each Series 2023 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated as of a day during the period after the Regular Record Date to that Interest Payment Date, both dates inclusive, in which event it will bear interest from such Interest Payment Date; or (ii) unless it is authenticated on or before January 15, 2024, in which event it will bear interest from the date of delivery, provided, that if, at the time of authentication of any Series 2023 Bond, interest is in default thereon, such Series 2023 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment. The Regular Record Date for the Series 2023 Bonds shall be the fifteenth (15th) day of the calendar month immediately preceding the relevant Interest Payment Date, whether or not such day is a Business Day.

(E) Principal and Interest Payments. The principal or Redemption Price of the Series 2023 Bonds shall be payable to the Owner thereof upon surrender thereof in lawful money of the United States of America at the Paying Agent’s Office or, as provided in Section 3.2(E) (Book-Entry Provisions – Payments to Depository), by wire transfer on each principal and mandatory redemption payment date to “Cede & Co.” or its registered assign, as sole registered Owner. Interest on the Series 2023 Bonds shall be payable on February 1, 2024, and thereafter semiannually on February 1 and August 1 of each year, by check mailed or, as provided in Section 3.2(E) (Book-Entry Provisions – Payments to Depository) and upon the written request of any Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Series 2023 Bonds who has provided the Paying Agent with wire transfer instructions, by wire transfer on each Interest Payment Date to the Owner thereof to an account within the United States of America as of the close of business on the Regular Record Date.

(F) Cessation of Interest Accrual. Interest on any Series 2023 Bond shall cease to accrue (i) on the maturity date thereof, provided that there has been irrevocably deposited with the Paying Agent an amount sufficient to pay the principal amount thereof, plus interest accrued thereon to such date; or (ii) on the redemption date thereof, provided there has been irrevocably deposited with the Paying Agent an amount sufficient to pay the Redemption Price thereof, plus interest accrued thereon to such date. The Owner of such Series 2023 Bond shall not be entitled to any other payment, and such Series 2023 Bond shall no longer be Outstanding and entitled to the benefits of this Paying Agent Agreement, except for the payment of the principal amount or Redemption Price, as appropriate, of such Series 2023 Bonds and interest accrued thereon from moneys held by the Paying Agent for such payment.

Section 12.2 Redemption of Series 2023 Bonds.

(A) General. The Series 2023 Bonds shall be subject to redemption as provided in Article 5 (Redemption of Bonds) of the Paying Agent Agreement.

(B) Optional Redemption of Series 2023 Bonds. The Series 2023 Bonds maturing on or before August 1, 2030, are not subject to optional redemption prior to maturity. The Series 2023 Bonds maturing on or after August 1, 2031, are subject to redemption, at the option of the District, as a whole or in part among maturities on such basis as shall be designated by the District and by lot within each maturity, from any source of available funds, on any date on or after August 1, 2030, at a redemption price equal to the principal amount of the Series 2023 Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

(C) Mandatory Redemption. The Series 2023 Bonds maturing by their terms on August 1, 20__ (the “20__ Series 2023 Term Bonds”), August 1, 20__ (the “20__ Series 2023 Term Bonds”), and August 1, 20__ (the “20__ Series 2023 Term Bonds”), are subject to mandatory redemption by the District prior to their respective maturities in part, by lot, from Mandatory Redemption Payments in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption without premium, but which amounts will be reduced by the principal

amount of such 20__ Series 2023 Term Bonds, 20__ Series 2023 Term Bonds, and 20__ Series 2023 Term Bonds, optionally redeemed.

20 Series 2023 Term Bonds

Mandatory Redemption Dates (August 1)	Mandatory Redemption Payment
_____	_____
*	\$

<i>* Final maturity</i>	

20 Series 2023 Term Bonds

Mandatory Redemption Dates (August 1)	Mandatory Redemption Payment
_____	_____
*	\$

<i>* Final maturity</i>	

20 Series 2023 Term Bonds

Mandatory Redemption Dates (August 1)	Mandatory Redemption Payment
_____	_____
*	\$

<i>* Final maturity</i>	

If any Series 2023 Term Bonds are redeemed pursuant to Section 12.2(C) hereof, the District will provide to the Paying Agent revised schedules of Mandatory Redemption Payments.

Section 12.3 Application of Proceeds of Series 2023 Bonds. The District shall cause the proceeds of the sale of the Series 2023 Bonds to be deposited or transferred as follows:

(A) Building Fund. [UNDERWRITER] (the “Underwriter”) shall wire to the Director of Finance for deposit and maintenance in the Building Fund the amount of \$_____;

(B) Tax Collection Fund. The Underwriter shall wire to the Director of Finance for deposit and maintenance in the Tax Collection Fund the amount of \$_____; and

(C) Costs of Issuance Fund. The Underwriter shall wire to Zions Bancorporation, National Association, as costs of issuance custodian, for deposit and

maintenance in the Costs of Issuance Fund the amount of \$ _____ for purposes of paying Costs of Issuance.

The Paying Agent may, in its discretion, establish a temporary fund or account to facilitate the foregoing transfers.

Section 12.4 Validity of the Series 2023 Bonds. The recital in the Series 2023 Bonds that they are issued pursuant to the Constitution and statutes of the State shall be conclusive evidence of their validity and of compliance with provisions of law in their issuance.

Section 12.5 Security of the Series 2023 Bonds. The Series 2023 Bonds are general obligation bonds of the District, and the Board of Supervisors of the County, the Board of Supervisors of the County of Solano, and the Board of Supervisors of the County of Yolo have the power and are obligated to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount for the payment of the Series 2023 Bonds, in accordance with and subject to Section 15250 and Section 15252 of the California Education Code.

The Series 2023 Bonds shall not constitute a debt of the County, the County of Solano, the County of Yolo, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents, or employees thereof, and neither the County, the County of Solano, the County of Yolo, the State of California, any of its political subdivisions, nor any of the officers, agents, or employees thereof shall be liable thereon.

III. Provisions of the Paying Agent Agreement. Except as is provided in this First Supplemental Paying Agent Agreement, every term and condition contained in the Series 2021 Paying Agent Agreement shall apply to this First Supplemental Paying Agent Agreement and to the Series 2023 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this First Supplemental Paying Agent Agreement.

This First Supplemental Paying Agent Agreement and all the terms and provisions herein contained shall, along with the Series 2021 Paying Agent Agreement, form the Paying Agent Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Paying Agent Agreement. The Paying Agent Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

IV. Separability of Invalid Provisions. If any one or more of the provisions contained in this First Supplemental Paying Agent Agreement or in the Series 2023 Bonds shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this First Supplemental Paying Agent Agreement, and such invalidity, illegality, or unenforceability shall not affect any other provision of this First Supplemental Paying Agent Agreement, and this First Supplemental Paying Agent Agreement shall be construed as if such invalid or illegal or

unenforceable provision had never been contained herein. The District hereby declares that it would have adopted this First Supplemental Paying Agent Agreement, and each and every other Section, paragraph, sentence, clause, or phrase hereof, and authorized the issuance of the Series 2023 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this First Supplemental Paying Agent Agreement may be held illegal, invalid, or unenforceable.

V. Effect of Headings and Table of Contents. The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference, and shall not affect the meaning, construction, or effect of this First Supplemental Paying Agent Agreement.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Supplemental Paying Agent Agreement by their officers thereunto duly authorized as of the day and year first written above.

COUNTY OF SACRAMENTO, as Paying Agent

By: _____
Authorized Officer

RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

EXHIBIT A

FORM OF SERIES 2023 BOND

REGISTERED
NO. R-__

REGISTERED
\$ _____

**[\$[PAR AMOUNT]]
GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
ELECTION OF 2020, SERIES 2023**

MATURITY DATE	INTEREST RATE PER ANNUM	DATE	CUSIP NO.
August 1, 20__	_____%	September __, 2023	768040

REGISTERED OWNER: CEDE & COMPANY

PRINCIPAL SUM: _____ DOLLARS

River Delta Unified School District, a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "District"), for value received, hereby acknowledges itself indebted to and promises to pay to the registered owner named above or registered assigns, on the maturity date specified above, the principal sum specified above, to an account within the United States, together with interest thereon from the date hereof until the principal hereof shall have been paid, at the interest rate per annum specified above, payable semi-annually on February 1 and August 1 in each year until maturity, commencing February 1, 2024. Interest hereon is payable in lawful money of the United States of America by check mailed or, upon the written request of any Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Bonds who has provided the Paying Agent (identified below), with wire transfer instructions for an account within the United States, by wire transfer on each interest payment date, to the registered owner as of the close of business on the fifteenth day of the calendar month immediately preceding such interest payment date. The principal hereof and premium, if any, hereon are payable at the office of the County of Sacramento, as paying agent (together with any successor as paying agent under the hereinafter mentioned Paying Agent Agreement (the "Paying Agent") in Sacramento, California, or such office as may be designated by the Paying Agent, in lawful money of the United States of America. Notwithstanding the foregoing, so long as this bond is registered in the name of Cede & Co., both principal of and interest on this bond shall be payable by wire transfer to the registered owned.

This bond is one of duly authorized issue of bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District ("SFID No. 2") designated as "General

Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020” (the “Bonds”) aggregating \$14,600,000. This bond is issued under the authority of and pursuant to the Constitution and statutes of the State of California, proceedings of the District and, Sacramento County, Solano County, and Yolo County (together, the “Counties”) duly adopted and taken, a vote and assent of more than 55% of all the qualified electors of SFID No. 2 voting at an election duly called and held for that purpose on November 3, 2020 (collectively, the “Bond Law”), and pursuant to a Paying Agent Agreement dated as of April 29, 2021, as supplemented by the First Supplemental Paying Agent Agreement dated as of September 1, 2023, between the District and the Paying Agent, providing for the issuance of the Bonds so authorized (said Paying Agent Agreement, as amended and supplemented from time to time, the “Paying Agent Agreement”).

This bond is one of the issue of bonds of the District so authorized and designated “General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020” all of like tenor (except for such variations, if any, as may be required to designate varying series, denominations, numbers, maturities, interest rates, interest payment provisions, redemption provisions, and forms). This bond is also one of a duly authorized series of the Bonds additionally designated “Series 2023” (the “Series 2023 Bonds”) issued in the aggregate principal amount of \$_____. The Series 2023 Bonds are issued pursuant to the provisions of the California Government Code sections 53506 et seq.

The Bonds are secured by the levy of *ad valorem* property taxes on all taxable property in the territory of the District, which taxes are unlimited as to rate and amount (except with respect to certain personal property that is taxable at limited rates). The Bonds, including interest and redemption premium thereon, do not constitute a debt or liability of the State, the County, or any other political subdivision of the State other than the District.

Reference is hereby made to the Paying Agent Agreement and to the Bond Law for a description of the terms on which the Bonds are issued and to be issued and the rights of the registered owners of the Bonds. All the terms of the Paying Agent Agreement and the Bond Law are hereby incorporated herein and constitute a contract between the District and the registered owner from time to time of this bond. The registered owner of this bond, by its acceptance hereof, consents and agrees to all the provisions of the Paying Agent Agreement. Additional bonds may be issued on a parity with the Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Paying Agent Agreement.

The Series 2023 Bonds maturing on and before August 1, 2030, are not subject to optional redemption prior to maturity. The Series 2023 Bonds maturing on or after August 1, 2031, are subject to redemption, at the option of the District, as a whole or in part among maturities on such basis as shall be designated by the District and by lot within each maturity, from any source of available funds, on any date on or after August 1, 2030, at a redemption price equal to the principal amount of the Series 2023 Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

The Series 2023 Term Bonds maturing on August 1, 20__ (the “20__ Term Bonds”), August 1, 20__ (the “20__ Term Bonds”), and August 1, 20__ (the “20__ Term Bonds”), are

subject to mandatory sinking fund redemption in part by lot on August 1 of each year, in accordance with the schedules set forth below. The 20__ Term Bonds, 20__ Term Bonds, and 20__ Term Bonds so called for mandatory sinking fund redemption shall be redeemed at the principal amount of such Series 2023 Term Bonds to be redeemed, plus accrued but unpaid interest, without premium.

20 Series 2023 Term Bonds

Mandatory Redemption Dates (August 1)	Mandatory Redemption Payment
*	\$

** Final maturity*

20 Series 2023 Term Bonds

Mandatory Redemption Dates (August 1)	Mandatory Redemption Payment
*	\$

** Final maturity*

20 Series 2023 Term Bonds

Mandatory Redemption Dates (August 1)	Mandatory Redemption Payment
*	\$

** Final maturity*

This bond is transferable or exchangeable for other Series 2023 Bonds of authorized denominations by the registered owner hereof, in person or by its attorney duly authorized in writing, at the designated corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Paying Agent Agreement, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds without coupons, of authorized denomination or denomination, of the same series, tenor, and maturity for the same aggregate value at maturity will be issued to the transferee in exchange herefor.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Paying Agent or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of

DTC) ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The rights and obligations of the District and of the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon terms provided in the Paying Agent Agreement, which provides, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of Bonds.

It is hereby certified and recited that any and all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the incurring of the indebtedness evidenced by this bond, and in the issuing of this bond, do exist, have happened, and have been performed in due time, form, and manner, as required by the Constitution and statutes of the State of California; that the total amount of indebtedness of the District, including the amount of this bond, does not exceed any limit prescribed by the Constitution and the statutes of the State of California; and that this bond is not in excess of the amount of Bonds permitted to be issued under the Paying Agent Agreement.

IN WITNESS WHEREOF, the Board of Trustees of the River Delta Unified School District has caused this Series 2023 Bond to be signed by its President and countersigned by its Secretary.

By: _____
President of the Board of Trustees of the
River Delta Unified School District

Countersigned:

By: _____
Secretary of the Board of Trustees of the
River Delta Unified School District

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2023 Bonds described in the within-mentioned Paying Agent Agreement, which has been authenticated on the date set forth below.

Dated: [CLOSING DATE]

SACRAMENTO COUNTY, as Paying Agent

By: _____
Authorized Officer

ASSIGNMENT

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the bond register of the District, with full power of substitution in the premises.

Dated: _____

NOTE: The signature to this Assignment must correspond with the name on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by:

NOTE: Signature must be guaranteed by an eligible guarantor institution (being banks, stock brokers, savings and loan associations, and credit unions with membership in and approved signature guarantee medallion programs) pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax Identification Number, or other identifying number of Assignee:

LEGAL OPINION

The following is a true copy of the opinion rendered by Parker & Covert LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

Secretary of the Board of Trustees of the
River Delta Unified School District

PARKER & COVERT LLP
Attorneys at Law
2520 Venture Oaks Way, Suite 190
Sacramento, California 95833

[CLOSING DATE]

Board of Trustees
River Delta Unified District
445 Montezuma Street
Rio Vista, California 94571

Re: \$[PAR AMOUNT]
River Delta Unified School District
(Sacramento County, California)
General Obligation Bonds
Election of 2020, Series 2023

Final Opinion of Bond Counsel

Members of the Board of Trustees:

We have acted as bond counsel in connection with the issuance by the River Delta Unified School District (the “District”) of \$[PAR AMOUNT] principal amount of General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2023. In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds have been duly authorized and executed by the District and are valid and binding general obligations of the District.

2. All taxable property in the territory of the District is subject to *ad valorem* taxation without limitation regarding rate or amount (except certain personal property that is taxable at limited rates) to pay the Bonds. Sacramento County, Solano County, and Yolo County are required by law to include in their respective annual tax levies the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, interest on the Bonds is taken into account in determining the annual adjusted statement of income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

4. Interest on the Bonds is exempt from State of California personal income taxation.

The rights of the owners of the Bonds and the enforceability thereof are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or other offering material relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

PARKER & COVERT LLP

§[PAR AMOUNT]
GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
ELECTION OF 2020, SERIES 2023

BOND PURCHASE AGREEMENT

[SALE DATE]

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

Ladies and Gentlemen:

The undersigned authorized officer of [UNDERWRITER] (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement with River Delta Unified School District (the “District”), which, upon acceptance of this offer by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by execution by the Superintendent of the District, and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., Pacific Time, on the date hereof; and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to the acceptance hereof by the District.

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Preliminary Official Statement, dated [POS DATE], of the District with respect to the public offering of the Bonds, unless a different meaning clearly appears from the context, and the following words and terms shall have the following meanings, respectively:

Bonds means the General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2023, issued pursuant to the Paying Agent Agreement.

Bond Purchase Agreement means this Bond Purchase Agreement.

Business Day means a day on which banks located in California are not required or authorized by law to be closed and the New York Stock Exchange is not closed.

Closing Date means the date of payment for and delivery of the Bonds as established pursuant to Section 6 (Closing) hereof.

Closing Time means the time at which payment for and delivery of the Bonds shall occur, as established pursuant to Section 6 (Closing) hereof.

Continuing Disclosure Certificate means that certain Continuing Disclosure Certificate dated as of the Closing Date executed by the District.

County means County of Sacramento, California.

Director of Finance means the Director of Finance of the County of Sacramento.

District Documents means the Paying Agent Agreement, this Bond Purchase Agreement, and the Continuing Disclosure Certificate.

Good Faith Deposit means the amount of \$70,000 wired to and deposited with the Paying Agent before or within two Business Days of the date hereof, for the purchase of the Bonds as established pursuant to Section 13 (Good Faith Deposit) hereof.

Official Statement means the final Official Statement of the District, dated the date hereof, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto, provided by the District.

Paying Agent means the County of Sacramento. The duties of the Paying Agent shall be performed by the Director of Finance of the County of Sacramento.

Paying Agent Agreement means that certain Paying Agent Agreement, dated as of April 29, 2021, as supplemented by the First Supplemental Paying Agent Agreement dated as of September 1, 2023, entered into between the District and the Paying Agent.

Preliminary Official Statement means the Preliminary Official Statement of the District, dated [POS DATE], relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments, and supplements thereto provided by the District.

Resolution means the Resolution No. _____, adopted on August __, 2023 by the District's Board of Trustees.

State means the State of California.

2. Purchase, Sale, and Delivery of the Bonds.

(a) **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties, and agreements set forth herein, the Underwriter hereby agrees to purchase from the District for offering to the public, and the District hereby agrees to execute and deliver to or upon the order of the Underwriter all (but not less than all) of the Bonds, duly authenticated by the Paying Agent, dated their date of delivery, in the aggregate principal amount of \$[PAR AMOUNT]. The Bonds shall bear interest at the rates, shall mature in the years, and shall be subject to redemption as shown on Exhibit A hereto, which is incorporated herein by this reference. The purchase price to be paid by the Underwriter for the Bonds shall be \$_____ (which is equal to the principal amount of the Bonds of \$[PAR AMOUNT], plus \$_____ original issue premium, less an underwriter's discount of \$_____). A portion of the purchase price will be used to pay costs of issuance. Payment for the Bonds shall be made in federal funds or through wire transfer of federal funds payable to

the Paying Agent for the account of the District. The Bonds shall be released by the District to the Underwriter through the Depository Trust Company (“DTC”) no later than the Closing Time.

(b) Delivery of the Bonds. The Bonds shall be released for delivery by the District to the Underwriter, and the Underwriter will accept delivery of the Bonds, through DTC in accordance with the terms of its Fast-Automated Securities Transfer (“FAST”) program, no later than the Closing Time. The Bonds are to be initially registered in the name of Cede & Co., as nominee for DTC. The Bonds will be in such authorized denominations as DTC and the Underwriter shall require, as described in the Official Statement. CUSIP identification numbers will be printed on the Bonds.

3. Terms of the Bonds. The Bonds shall be substantially in the form described in, shall be issued and secured pursuant to, shall be dated and be payable as provided in, and shall be subject to redemption as provided in the Paying Agent Agreement.

4. Official Statement.

(a) Preliminary Official Statement. The District confirms that the Preliminary Official Statement was deemed final for purposes of Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), as of its date, except for final information as to the offering prices, interest rates, selling compensation, amount of proceeds, delivery dates, other terms of the Bonds depending on such factors, and other information permitted to be omitted under Rule 15c2-12.

(b) Final Official Statement. The District agrees to deliver to the Underwriter copies of the final Official Statement, which includes the information omitted from the Preliminary Official Statement in accordance with Rule 15c2-12, and any supplements or amendments thereto as have been approved by the Underwriter. The District agrees to deliver such Official Statements within seven (7) business days after the execution hereof (or earlier if necessary to accompany any confirmation that requires payment from any customer).

(c) End of the Underwriting Period. The Underwriter shall give notice to the District on the date after which no participating underwriter, as such term is defined in Rule 15c2-12, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of Rule 15c2-12.

(d) Amendments or Supplements to Official Statement. If at any time prior to the receipt of notice from the Underwriter pursuant to Section 4(c) (End of the Underwriting Period) hereof that final Official Statements are no longer required to be delivered under Rule 15c2-12, any event occurs as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein relating to the District, in light of the circumstances existing at such time, not misleading, the District shall forthwith notify the Underwriter in writing of any such event of which it has knowledge and, if in the opinion of the Underwriter such event requires an amendment or supplement to the Official Statement, the District will at its expense amend or supplement the Official Statement in a form and manner approved by the Underwriter. Any information supplied by the District for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading

statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. Establishment of Issue Price.

[If competitive bid rule is satisfied on sale day:]

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at the Closing Time an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District, and bond counsel. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s public finance consultant, Government Financial Services Joint Powers Authority (the “Public Finance Consultant”) and any notice or report to be provided to the District may be provided to the Public Finance Consultant.

(b) The District intends that the provisions of Treasury Regulations Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

i. the District disseminated a draft of this Bond Purchase Agreement, along with other terms and conditions related to the sale (the “bond sale materials”), to potential underwriters in a manner that was reasonably designed to reach potential underwriters;

ii. all bidders had an equal opportunity to bid;

iii. the District received bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

iv. the District is awarding the sale of the Bonds to the Underwriter based upon its firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the bond sale materials.

(c) The Underwriter represents that its bid was prepared on the assumption that the issue price of the Bonds will be the reasonably expected initial offering price to the public.

[If competitive bid rule is not satisfied on sale day; apply 10% / hold-the-price rule:]

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at the Closing Time an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications

as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District, and bond counsel. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's public finance consultant, Government Financial Services Joint Powers Authority (the "Public Finance Consultant") and any notice or report to be provided to the District may be provided to the Public Finance Consultant.

(b) Except as otherwise set forth in Exhibit A attached hereto, the District shall treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all the Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or bond counsel.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- i. the close of the fifth (5th) business day after the sale date; or
- ii. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

- (a) The Underwriter confirms that:
 - i. any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing

wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(1) (A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter

(2) to promptly notify the Underwriter of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(3) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

ii. any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (1) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (2) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to

a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 5:

i. “public” means any person other than an underwriter or a related party;

ii. “underwriter” means (1) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

iii. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

iv. “sale date” means the date of execution of this Bond Purchase Agreement.

6. Closing. The Closing Time shall be no later than 9:00 a.m., Pacific Time, on [CLOSING DATE], or at such earlier or later time or on such earlier date as shall have been mutually agreed upon by the District and the Underwriter. The documents described in Section 8(e) (Receipt of Documents) hereof shall be delivered to the Underwriter at the Closing Time; and the Underwriter will accept delivery of such documents and pay the purchase price for the Bonds as described above (credit being given for the amount of good faith deposit specified herein). Delivery of such documents shall be made at the offices of Parker & Covert LLP, 2520 Venture Oaks Way, Suite 190, Sacramento, California, or at such other place as shall have been mutually agreed upon by the District and the Underwriter.

7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) Valid Existence. The District is a school district duly organized and validly existing under the laws of the State.

(b) Authority. The District has full legal right, power and authority under the laws of the State (i) to enter into the District Documents; (ii) to approve and execute the Official Statement; (iii) to issue, execute, sell, and deliver the Bonds to the Underwriter as provided herein; (iv) to perform its obligations under the District Documents; and (v) to consummate the transactions as described in the District Documents and the Official Statement.

(c) Official Action. By all necessary action, the District has duly approved the Preliminary Official Statement and authorized: (i) the execution and delivery of the District Documents and the issuance, sale, execution, and delivery of the Bonds; (ii) approval of the final Official Statement and the signing of the Official Statement by the District's Superintendent or another designated officer of the District; (iii) distribution of the Preliminary Official Statement and the Official Statement by the Underwriter; and (iv) the performance of the District's obligations under the District Documents and the consummation of the transactions to be consummated on its part as described therein and in the Official Statement.

(d) Validity of Documents. Assuming due authorization, execution, and delivery by the other parties thereto, this Bond Purchase Agreement is in full force and effect as of the date hereof and the other District Documents and the Bonds, upon execution thereof, will each constitute valid and binding agreements or obligations of the District, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally or by equitable principles.

(e) Government Approvals. All consents, approvals, authorizations, orders, licenses, or permits of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter (i) that are required for the due authorization by, or (ii) that would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance, sale, or delivery of the Bonds or the due performance by the District of its obligations under the District Documents, have been duly obtained (except for such approvals, consents, and orders as may be required under the Blue Sky or other securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(f) No Violation of Law. The issuance, sale, and delivery of the Bonds, the execution and delivery of the District Documents, and compliance with the District's obligations therein will not violate any such constitutional provision, law, administrative regulation, judgment, or decree.

(g) No Breach of Contracts. The issuance, sale, and delivery of the Bonds, the execution and delivery of the District Documents, and compliance with the District's obligations therein will not result in a breach of or constitute a default under any loan agreement, indenture, bond, note, resolution, agreement, mortgage, lease, or other instrument to which the District is a party or by which it is bound.

(h) No Litigation. As of the date hereof and except as may be described in the Official Statement, no action or proceeding is pending before any court, governmental agency or arbitrator or overtly threatened in writing against the District: (i) in any way affecting the

existence of the District or in any way challenging the respective powers of the Board of Trustees of the District or any officer of the District who is required to act with respect to the issuance, execution, sale, and delivery of the Bonds or the execution and delivery of the District Documents; (ii) affecting or seeking to prohibit, restrain, or enjoin the issuance, sale, execution, or delivery of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Paying Agent Agreement; (iii) in any way contesting or affecting the validity or enforceability of the Bonds or the District Documents, the powers of the District, or its authority with respect to the issuance, sale, or delivery of the Bonds or the execution and delivery of the District Documents; (iv) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement; (v) in any way contesting or challenging the consummation of the transactions contemplated by the Official Statement or the District Documents; or (vi) in which a final adverse decision could materially adversely affect the operations of the District or adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxes.

(i) No Debt Issues. Between the date hereof and the Closing Time, without the consent of the Underwriter, which consent will not be unreasonably withheld, the District will not offer or issue (or request the County to issue on its behalf) any bonds, notes, or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the District or as described in the Official Statement.

(j) “Blue Sky” Qualification. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for distribution of the Bonds; provided, however, that the District shall not be required to register as a broker-dealer in any state or other jurisdiction of the United States.

(k) Accuracy of Preliminary Official Statement. As of the date thereof, and at the time of the District’s acceptance hereof, the Preliminary Official Statement (except for any information about DTC) did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Preliminary Official Statement, in light of the circumstances under which they were made, not misleading.

(l) Accuracy of Official Statement. As of the date hereof, and (unless an event occurs of the nature described in Section 4(d) (Amendments or Supplements to Official Statement)) at all times subsequent hereto, up to and including the end of the underwriting period as described in Section 4(c) (End of the Underwriting Period), the Official Statement (except for any information about DTC) does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in light of the circumstances under which they are made, not misleading.

(m) Accuracy of Supplemented Official Statement. If the Official Statement is supplemented or amended pursuant to Section 4(d) (Amendments or Supplements to Official Statement), at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section) at all times subsequent thereto up to and including the end of the underwriting period as described in Section 4(c) (End of the Underwriting Period), the Official Statement as so supplemented or amended (except for any information about DTC) will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) Officers' Certificates. Any certificate signed by any officer or representative of the District with respect to the Bonds or the District Documents and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(o) Income Tax Exemptions. The District shall not take any action or fail to take any action, or permit any action or omission with regard to which the District may exercise control, if any such action or failure to act could adversely affect the exclusion from gross income for federal income tax purposes or the exemption from California taxes of interest on the Bonds.

(p) No Arbitrage Bonds. The District shall not take any action or fail to take any action, or permit any action or omission with regard to which the District may exercise control, with respect to the proceeds of the Bonds, which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, as modified by Section 54A(d)(4) of the Code, including the Treasury Regulations with respect thereto.

(q) Continuing Disclosure. In accordance with the requirements of Rule 15c2-12, at or prior to the Closing, the District shall have duly authorized, executed, and delivered the Continuing Disclosure Certificate on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of Rule 15c2-12 and be substantially in the form attached to the Official Statement in Appendix __. Except as otherwise disclosed in the Official Statement, to the best knowledge of the District's current administrative staff, the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule 15c2-12 to provide annual reports or notices of material events with respect to the last five years.

8. Conditions to the Underwriter's Obligations. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties, and obligations of the District contained herein, in the other District Documents, and in the other documents and instruments to be delivered on the Closing Date. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement shall be subject to the following conditions:

(a) Representations and Warranties. The representations and warranties of the District contained herein shall be true, complete, and correct in all material respects at the date hereof and at and as of the Closing Time, as if made at and as of the Closing Time and will be confirmed by a certificate or certificates of the appropriate District officer or officers dated the Closing Date; the statements made in all Bonds and other documents delivered to the Underwriter at the Closing Time pursuant hereto shall be true, complete, and correct in all material respects at the Closing Time; and the District shall be in compliance with each of the warranties, agreements, and covenants made by it in the District Documents.

(b) Actions and Obligations. (i) At the Closing Time all actions that, in the opinion of Parker & Covert LLP, bond counsel, are necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (ii) the District shall perform or have performed all of their respective obligations required under or specified in the District Documents to be performed at or prior to the Closing Time.

(c) Actions Relating to Documents. As of the date hereof and at the Closing Time, all necessary actions of the District relating to the District Documents and the Official Statement, and all other matters with respect to authorization, issuance, execution, sale, and delivery of the Bonds shall have been taken and shall be in full force and effect and shall not have been amended, modified, or supplemented in any material respect, except as agreed to in writing by the Underwriter.

(d) No Material Change. Subsequent to the date hereof and up to and including the Closing Time, there shall not have occurred any change in the financial position, results of operations, or condition, financial or otherwise, of the District; or any change in any of the District Documents, as the foregoing matters are described in the Official Statement, that in the reasonable judgment of the Underwriter would materially impair the investment quality of the Bonds.

(e) Receipt of Documents. At or prior to Closing Date, the Underwriter shall receive a transcript of all proceedings relating to the authorization, issuance, execution, sale, and delivery of the Bonds, certified by such officer or officers of the District as shall be satisfactory to the Underwriter, specifically including copies of each of the following documents:

i. Official Statement. The Official Statement delivered in accordance with Section 4 (Official Statement) hereof and each supplement or amendment, if any, each executed by the Superintendent of the District or another authorized officer of the District.

ii. Final Opinion of Bond Counsel. An approving legal opinion of Parker & Covert LLP, bond counsel, dated the Closing Date, in the form of Appendix ___ to the Official Statement, and a letter from bond counsel addressed to the Underwriter authorizing the Underwriter to rely on that opinion.

iii. Supplemental Opinion of Bond Counsel. A supplemental opinion of bond counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:

(1) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions “Introduction,” “The Bonds,” and “Tax Matters,” to the extent they purport to summarize certain provisions of the Paying Agent Agreement and the Continuing Disclosure Certificate, fairly and accurately summarize the matters purported to be summarized therein;

(2) assuming due authorization, execution and delivery by all the parties thereto, the District Documents have each been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(3) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Paying Agent Agreement is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

iv. District Resolution. The resolution of the Board of Trustees of the District (“Resolution”) authorizing the execution and delivery of the Bonds and the execution and delivery of the District Documents, approving the Preliminary Official Statement, and authorizing execution of the Official Statement and distribution of the Preliminary Official Statement and the Official Statement, certified by the Secretary of the Board of Trustees.

v. Tax Certificate. A Tax Certificate of the District in form satisfactory to bond counsel, signed by such officers of the District as shall be satisfactory to bond counsel and the Underwriter.

vi. District’s Certificate. A certificate dated the Closing Date and signed by such officers of the District as shall be satisfactory to the Underwriter, to the effect that:

(1) the representations and warranties of the District contained herein are true and correct in all material respects on and as of the Closing Time with the same effect as if made at the Closing Time;

(2) the resolution of the Board of Trustees of the District authorizing the issuance, execution, sale, and delivery of the Bonds and the execution and delivery of the District Documents, approving the Preliminary Official Statement, and authorizing execution of the Official Statement and distribution of the Preliminary Official Statement and the Official Statement is in full force and effect at the Closing Time and has not been amended, modified, or supplemented, except as agreed to in writing by the Underwriter;

(3) there has not been any adverse change of a material nature in the financial position, results of operations, or condition, financial or otherwise, of the District since the date of this Bond Purchase Agreement;

(4) the District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Time; and

(5) no consent is required for the inclusion of the District's 2021-2022 Audited Financial Statement as an appendix to the Official Statement.

vii. Paying Agent's Certificate. A certificate dated the Closing Date of an authorized officer of the Paying Agent to the effect that:

(1) the Paying Agent has duly accepted its duties under the Paying Agent Agreement;

(2) the Paying Agent Agreement was duly executed and delivered and the Bonds were duly authenticated in the name and on behalf of the Paying Agent by authorized signatories of the Paying Agent; and

(3) there are no actions or proceedings against the Paying Agent pending (service of process having been accomplished) before any court, governmental agency, or arbitrator, or overtly threatened in writing, that (a) seek to restrain or enjoin the execution and delivery of the Paying Agent Agreement or the delivery of the Bonds or (b) seek to affect the validity of the Bonds or the Paying Agent Agreement.

viii. Agreements. Fully executed copies of the Paying Agent Agreement and the Continuing Disclosure Certificate.

ix. Rating Letter. Letter from S&P Global Ratings evidencing that the rating of the Bonds is “___” and that such rating is in full force and effect and has not been withdrawn or downgraded for any reason.

x. Underwriter's Receipt and Certifications. At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the purchase price thereof, the Underwriter will provide to the District:

(1) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and confirming receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Bond Purchase Agreement by the District, and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Bond Purchase Agreement are true, complete and correct in all material respects; and

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 5 hereof and attached hereto as Exhibit B, and such other matters as Bond Counsel may reasonably request.

xi. Other Legal Opinions and Documents. Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter or bond counsel may reasonably request to evidence compliance by the District and the Paying Agent with all legal requirements with respect to the issuance, sale, execution and delivery of the Bonds and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

9. Termination. If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the Closing Time. Notice of such cancellation shall be given to the District in writing, or by telephone confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived in writing by the Underwriter at its sole discretion. The Underwriter shall also have the right to cancel its obligations to purchase the Bonds, by written notice to the District, if between the date hereof and the Closing Time:

(a) Inaccuracy of Official Statement. Any event occurs or information becomes known that, in the reasonable judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(b) Change in Law Affecting Bonds. Any legislation, resolution, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or any action taken by any department or agency of the State or federal government that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds;

(c) Change in Law Affecting Tax Exemption. The market for the Bonds or the market price of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State; or a decision rendered by a court of the United States or the State or by the United States Tax Court, or a ruling, order, or regulation (final or temporary) made by the Treasury Department of the United States or the Internal Revenue Service or other federal or State authority, that would have the effect of changing, directly or indirectly, the federal income tax consequences or State income tax consequences of the receipt of interest paid with respect to obligations of the general character of the Bonds;

(d) Administrative Action Affecting Securities Law Status. A stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange

Commission (including a no action or interpretive letter of the staff thereof) or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, execution, sale, or delivery of obligations of the general character of the Bonds, including any underlying or related arrangements, as contemplated hereby or by the Official Statement, is in violation of (or would be in violation unless registered or otherwise qualified under) any provision of the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or the Bonds, including any underlying or related arrangements, are required to be registered under the Securities Exchange Act of 1934, as amended and as then in effect (the “Exchange Act”), or the Paying Agent Agreement is required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”);

(e) Change in Law Affecting Securities Law Status. Legislation shall be introduced in or enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, including any underlying or related arrangements, are not or would not be exempt from registration, qualification, or the other requirements of the Securities Act or the Exchange Act that are not now applicable to the Bonds and any underlying or related arrangements or that the Paying Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act;

(f) Change in Capital Requirements. Any national securities exchange, or any governmental authority, shall impose, as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(g) Banking Moratorium. A general banking moratorium shall have been established by federal, New York, or State authorities;

(h) National Emergency. A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred (regardless of the circumstances, if any, that exist as to such events as of the date hereof) that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds;

(i) Suspension of Trading. A general suspension of trading on the New York Stock Exchange shall be in force;

(j) Trading Restrictions. Additional material restrictions not in force or not being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange that, in the professional opinion of the Underwriter, materially and adversely affects the market price for the Bonds;

(k) Litigation. Any litigation shall be instituted or be pending at the Closing Time to restrain or enjoin the issuance, execution, or delivery of the Bonds or in any way

contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Bonds, the District Documents, or the existence or powers of the District; or

(l) Ratings Change. The withdrawal or downgrading of any underlying rating of the District's outstanding general obligation indebtedness by a national rating agency.

If the Underwriter terminates its obligations to purchase the Bonds because the conditions specified in this Bond Purchase Agreement shall not have been fulfilled at or before the Closing Time, such termination shall not result in any liability on the part of the Underwriter.

10. Conditions to Obligations of the District. The performance by the District of its obligations hereunder is conditioned upon (i) the performance by the Underwriter of its obligations hereunder at or prior to the Closing Date, and (ii) the following additional conditions:

(a) Continued Legality. No order, decree, injunction, ruling, or regulation of any court, regulatory agency, public board, or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the issuance, offering, sale, execution, or delivery of the Bonds as contemplated hereby or by the Official Statement; and

(b) Opinions and Certificates. The opinions and certificates required to be delivered at the Closing Time under Section 8(e) (Receipt of Documents) of this Bond Purchase Agreement by persons and entities other than the District shall have been delivered to the District in form and substance satisfactory to bond counsel.

11. Expenses. The Underwriter shall pay all of the expenses that it incurs, including, but not limited to:

(a) all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including all advertising expenses and “blue sky” filing fees;

(b) the cost of preparation and printing (and/or word processing and reproduction) of the “blue sky” and legal investment memoranda, if any;

(c) the expense of providing immediately available funds in accordance with Section 6 (Closing);

(d) the premium for a policy of bond insurance, if any, that it obtains for the Bonds;

(e) the fees of CUSIP and CDIAC in connection with the Bonds;

(f) any MSRB or SIFMA fees in connection with the Bonds; and

(g) the fees of The Depository Trust Company in connection with the Bonds.

12. Continuing Disclosure. The District will undertake, pursuant to the Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

13. Good Faith Deposit. The Good Faith Deposit in the amount of \$70,000 has been, or within two (2) business days hereof will be, wired to the District's account as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the Closing, as provided in Section 2 (Purchase, Sale, and Delivery of the Bonds) hereof. If the Underwriter complies with such obligations, the Good Faith Deposit shall be credited toward the payment of the purchase price of the Bonds by the Underwriter at the Closing, as provided in Section 2 (Purchase, Sale, and Delivery of the Bonds) hereof. If the District does not accept this offer, the Good Faith Deposit shall be promptly returned to the Underwriter. If the District fails to deliver the Bonds at the Closing, or if the District shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of the Bonds as set forth in this Bond Purchase Agreement, or if the obligation of the Underwriter with respect to the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the District shall be under further obligation hereunder, except that the amounts of the Good Faith Deposit shall immediately be paid to the Underwriter and the respective obligations of the District and the Underwriter for the payment of expenses, as provided in Section 11 (Expenses), shall continue in full force and effect. If the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the amount of the Good Faith Deposit shall be retained by the District as full liquidated damages for such failure and for any defaults hereunder on the Underwriter's part and shall constitute a full release and discharge of all claims and damages for such failure and for such defaults. The Underwriter understands that District's actual damages may be greater or may be less than the amount of the Good Faith Deposit. Accordingly, the Underwriter hereby waives any right to claim that the District's actual damages are less than such sum, and the District's acceptance of this offer shall constitute a waiver of any right the District may have to additional damages from the Underwriter. Any interest or other income from the investment of the Good Faith Deposit by the District shall belong to the District.

14. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, addressed to:

River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571
Attention: Assistant Superintendent of Business Services

or if to the Underwriter, addressed to:

[UNDERWRITER]
[ADDRESS]
Attention: _____

15. **Parties in Interest.** This Bond Purchase Agreement when accepted by the District in writing as heretofore specified, shall constitute the entire agreement between the District and the Underwriter and is made solely for the benefit of the District and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

16. **Survival of Representations and Warranties.** All representations, warranties, and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation of any statement in respect thereof made by or on behalf of the Underwriter; (b) delivery of and payment by the Underwriter for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

17. **Section Headings and References.** The headings or titles of the sections and subsections of this Bond Purchase Agreement are solely for convenience of reference and shall not affect the meaning, construction, or effect of any provision of this Bond Purchase Agreement.

18. **Execution in Counterparts.** This Bond Purchase Agreement may be executed in several counterparts and by each of the parties hereto in separate counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

19. **Applicable Law.** This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

20. **Effective Date.** This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the District and shall be valid and enforceable as of the time of such acceptance.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Bond Purchase Agreement as of the date first written above.

[UNDERWRITER]

By: _____
[NAME, TITLE]

**RIVER DELTA UNIFIED SCHOOL
DISTRICT**

By: _____
Katherine Wright, Superintendent

The above is hereby agreed to and accepted
as of [SALE DATE] at _____ a.m./p.m.
Pacific Time.

EXHIBIT A

**GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
ELECTION OF 2020, SERIES 2023**

DESCRIPTION OF THE BONDS

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Reoffering</u> <u>Price</u>
	\$	%	%	

*

** Term Bond*

c = Priced to August 1, 2030, par call.

EXHIBIT B

**FORM OF UNDERWRITER'S ISSUE PRICE CERTIFICATE
(Competitive Bid Rule)**

**[\$[PAR AMOUNT]
GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
ELECTION OF 2020, SERIES 2023**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [UNDERWRITER] (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm bid to purchase the Bonds.

2. ***Defined Terms.***

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [SALE DATE].

SCHEDULE A

EXPECTED OFFERING PRICES

(Attached)

SAMPLE

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

SAMPLE

EXHIBIT B

**FORM OF UNDERWRITER'S ISSUE PRICE CERTIFICATE
(10% Test and Hold-the-Offering-Price Rule)**

**[\$[PAR AMOUNT]
GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
ELECTION OF 2020, SERIES 2023**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [UNDERWRITER] (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds shown in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means the Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [SALE DATE].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with River Delta Unified School District (the “District”) (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this section to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Parker & Covert LLP, as bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

Dated: [CLOSING DATE]

[UNDERWRITER]

By: [SAMPLE]
 Authorized Officer

SAMPLE

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SAMPLE

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

SAMPLE

**[\$[PAR AMOUNT]]
GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
ELECTION OF 2020, SERIES 2023**

CONTINUING DISCLOSURE CERTIFICATE

[CLOSING DATE]

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the River Delta Unified District (the “District”) in connection with the issuance of \$[PAR AMOUNT] aggregate principal amount of General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2023 (the “Bonds”). The Bonds are being issued pursuant to a First Supplemental Paying Agent Agreement dated as of September 1, 2023, supplementing the Paying Agent Agreement dated as of April 29, 2021 (altogether, the “Paying Agent Agreement”), between the District and the County of Sacramento (the “Paying Agent”). The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being delivered by the District for the benefit of the holders and beneficial owners of the Bonds, and to assist the Participating Underwriter, as defined below, in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Paying Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report means any report provided by the District pursuant to, and as described in, Sections 3 (Provision of Annual Reports) and 4 (Content of Annual Reports) of this Disclosure Certificate.

Beneficial Owner means any person who (a) has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds for federal income tax purposes.

Bondholders means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any Beneficial Owner or applicable participant in its depository system.

Dissemination Agent means Government Financial Services Joint Powers Authority, or any successor Dissemination Agent.

EMMA or Electronic Municipal Market Access means the centralized online repository for documents filed with the MSRB, such as official statements and disclosure

information relating to municipal bonds, notes and other securities as issued by state and local governments.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Listed Events means any of the events listed in Section 5(a) (Reporting of Significant Events – Significant Events) of this Disclosure Certificate.

MSRB means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information, which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

Official Statement means the final Official Statement dated [SALE DATE], relating to the Bonds.

Opinion of Bond Counsel means a written opinion of a law firm or attorney experienced in matters relating to obligations the interest on which is excludable from gross income for federal income tax purposes.

Participating Underwriter means the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Repository means MSRB or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

Rule means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

State means the State of California.

Section 3. Provision of Annual Reports.

a. **Delivery of Annual Report to Repository.** The District shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of each fiscal year, commencing with the report for the 2022-2023 Fiscal Year, due March 31, 2024, provide to the MSRB an Annual Report that is consistent with the requirements of Section 4 (Content of Annual Reports) of this Disclosure Certificate. The Annual Report may be submitted as a single document or as a package of separate documents and may include by cross-reference other information as provided in Section 4 (Content of Annual Reports) of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from

the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(d).

If the District does not provide, or cause the Dissemination Agent to provide, an Annual Report by the date required above, the Dissemination Agent shall provide to the MSRB, in an electronic format as prescribed by the MSRB, a timely notice in substantially the form attached as Exhibit A.

b. The Dissemination Agent shall:

(1) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(2) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or include by reference the following:

a. Financial Statements. Audited financial statements prepared in accordance with the generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

b. Other Financial Information and Operating Data. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District's audited financial statements):

- (1) Adopted budget of the District for the then current fiscal year, or a summary thereof;
- (2) Average daily attendance of the District for the last completed fiscal year;
- (3) Outstanding District indebtedness, including a separate statement of debt for School Facilities Improvement District No. 2, for the last completed fiscal year;

- (4) Assessed valuation for real property located within School Facilities Improvement District No. 2 for the then current fiscal year; and
- (5) In the event the County of Sacramento, the County of Solano, and/or the County of Yolo discontinue the Teeter Plan with respect to the taxes levied for debt service for Bonds, information regarding total secured tax charges and delinquencies on taxable properties within School Facilities Improvement District No. 2, if and to the extent provided to the District by the County of Sacramento, the County of Solano, and the County of Yolo.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities that have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a. Significant Events. Pursuant to the provisions of this Section, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (7) modifications to rights of Bondholders, if material;
- (8) Bond calls, if material;
- (9) tender offers;
- (10) defeasances;
- (11) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (12) rating changes;
- (13) bankruptcy, insolvency, receivership or similar event of the District;

- (14) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the District, or entry into or termination of a definitive agreement relating to the foregoing, if material;
- (15) appointment of a successor or additional trustee or paying agent, or the change of name of the trustee or paying agent, if material;
- (16) incurrence of a Financial Obligation of the District, if material, or agreement to covenant, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders, if material;
- (17) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

b. Determination of Materiality. Whenever the District obtains knowledge of one of the foregoing events notice of which must be given only if material, the District shall immediately determine if such event would be material under applicable federal securities laws.

c. Notice to Dissemination Agent. If the District has determined an occurrence of a Listed Event under applicable federal securities laws, the District shall promptly notify the Dissemination Agent (if other than the District) in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) (Notice of Listed Events).

d. Notice of Listed Events. The District shall file, or cause the Dissemination Agent to file, with the MRB, in an electronic format prescribed by the MSRB, a notice of the occurrence of a Listed Event to provide notice of specified events in a timely manner not in excess of ten (10) business days after the event's occurrence. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) (Bond calls) need not be given under this subsection any earlier than the notice (if any) given to Bondholders of affected Bonds pursuant to the Paying Agent Agreement.

Section 6. Identifying Information for Filings with MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be filed in a readable PDF or other electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(d) (Notice of Listed Events).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate. The Dissemination Agent shall be designated in writing by the District and shall file with the District a written acceptance of such designation. The District may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a. if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

b. the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c. the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Paying Agent Agreement for amendments to the Paying Agent Agreement with the consent of holders, or (ii) does not, in the opinion of a nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(d).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, any Bondholder of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Paying Agent Agreement, and the sole remedy under this Disclosure Certificate if the District fails to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders, or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Paying Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the District has caused this Continuing Disclosure Certificate to be executed by its authorized officer as of the day and year first above written.

RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____
Katherine Wright, Superintendent

EXHIBIT A

FORM OF NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of District: River Delta Unified School District

Name of Bonds: GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF
THE RIVER DELTA UNIFIED SCHOOL DISTRICT
ELECTION OF 2020, SERIES 2023

Date of Delivery: [CLOSING DATE]

NOTICE IS HEREBY GIVEN that the River Delta Unified School District (the “District”) has not provided an Annual Report with respect to the above-named Bonds as required by a Continuing Disclosure Certificate executed [CLOSING DATE], with respect to the above-captioned bond issue. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

**RIVER DELTA UNIFIED SCHOOL
DISTRICT**

[SAMPLE ONLY]

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED [DATE]

NEW ISSUE -- FULL BOOK-ENTRY

S&P Rating: “__”
See “Rating” herein

In the opinion of Parker & Covert LLP, Sacramento, California (“Bond Counsel”), based upon an analysis of existing statutes, regulations, rulings and court decisions and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals; however, with respect to certain corporations, interest on the Bonds is included in determining adjusted financial statement income in order to compute alternative minimum tax for tax years beginning after December 31, 2022. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See “Tax Matters” herein.

\$6,800,000*

**GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2
OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT
(Sacramento County, Solano County, and Yolo County, California)
ELECTION OF 2020, SERIES 2023
(Bank Qualified)**

Dated: Date of Delivery

Due: August 1, as set forth on inside cover

The General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District (Sacramento County, Solano County, and Yolo County, California) Election of 2020, Series 2023 (the “Bonds”), in the aggregate principal amount of \$[PAR AMOUNT] are being issued by the River Delta Unified School District (the “School District”), to provide funds to (i) finance the specific school facilities projects set forth in the ballot measure approved by the voters of School Facilities Improvement District No. 2 of the River Delta Unified School District (“SFID No. 2”) at an election held on November 3, 2020, and (ii) pay certain costs of issuance of the Bonds. See “The Financing Plan.”

The Bonds are general obligations of SFID No. 2, payable solely from the proceeds of the *ad valorem* taxes levied within the territory of SFID No. 2, which the Boards of Supervisors of Sacramento County, Solano County, and Yolo County are empowered and obligated to levy, without limitation as to rate or amount, upon all taxable property within SFID No. 2 (except upon certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. See “Security and Sources of Payment for the Bonds.”

The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”). Purchasers will not receive physical certificates representing their interests in the Bonds. See Appendix F – “Book-Entry Only System.”

Interest on the Bonds accrues from their date of delivery and is payable on February 1, 2024, and semiannually thereafter on February 1 and August 1 of each year. Payments of principal of and interest on the Bonds will be paid by the County of Sacramento, as paying agent (“Sacramento County” or the “Paying Agent”), to DTC for subsequent disbursement to DTC Participants, who will remit such payments to the Beneficial Owners of the Bonds.

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity. See “The Bonds – Redemption.”

This cover page contains information for quick reference only. It is not a summary of all the provisions of the Bonds. Investors must read the entire Official Statement to obtain information essential in making an informed investment decision.

**MATURITY SCHEDULE
(on inside front cover)**

The Bonds are being purchased for reoffering by _____ as underwriter of the Bonds (the “Underwriter”). The Bonds are offered when, as and if issued by the School District and received by the Underwriter, subject to the approval as to their legality by Parker & Covert LLP, Sacramento, California, Bond Counsel to the School District. Certain legal matters will be passed upon for the School District by Parker & Covert LLP, Sacramento, California, as Disclosure Counsel to the School District. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of The Depository Trust Company, on or about September 7, 2023.

This Official Statement is dated August __, 2023.

* Preliminary, subject to change.

RIVER DELTA UNIFIED SCHOOL DISTRICT
Sacramento County, Solano County, and Yolo County, California

SCHOOL DISTRICT BOARD OF TRUSTEES

Marcial Lamera, President
Jennifer Stone, Vice President
Randall Jelly, Clerk
Wanda Apel, Trustee
Rafaela Casillas, Trustee
Dan Mahoney, Trustee
Marilyn Riley, Trustee

SCHOOL DISTRICT ADMINISTRATION

Katherine Wright, Superintendent
Tammy Busch, Assistant Superintendent of Business Services

BOND COUNSEL AND DISCLOSURE COUNSEL

Parker & Covert LLP
Sacramento, California

PUBLIC FINANCE CONSULTANT

Government Financial Services Joint Powers Authority
Sacramento, California

PAYING AGENT

County of Sacramento
Sacramento, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the School District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the School District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the School District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the School District and other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any press release and in any oral statement made with the approval of an authorized officer of the School District, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated above, and those public offering prices may be changed from time to time by the Underwriter.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document Summaries. All summaries of documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the School District, the County, the other parties described in this Official Statement, or the condition of the property within the School District since the date of this Official Statement.

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OFFICIAL STATEMENT

\$6,800,000*
GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2
OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT
(Sacramento County, Solano County, and Yolo County, California)
ELECTION OF 2020, SERIES 2023

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, inside cover pages, and attached appendices, is to set forth certain information concerning the issuance, sale, and delivery of the General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District (Sacramento County, Solano County, and Yolo County, California) Election of 2020, Series 2023 (the “Bonds”). All capitalized terms used in this Official Statement, unless noted otherwise, have the meanings set forth in the Paying Agent Agreement (as defined below).

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover pages, and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

School District

The River Delta Unified School District (the “School District”), becoming a unified school district in 1967, is a political subdivision of the State of California (the “State”), located in Sacramento County, Solano County and Yolo County (the “Counties”). Encompassing approximately 500 square miles along the Sacramento River, the School District serves a population of approximately 1,786 people residing in the cities of Rio Vista and Isleton, the communities of Birds Landing, Locke, Ryde, Walnut Grove, Hood, Courtland and Clarksburg, and other unincorporated portions of the Counties.

The School District provides education to approximately _____ students in transitional kindergarten through twelfth grade as well as additional students in adult education. The School District operates four elementary schools, two middle schools, two comprehensive high schools, an alternative high school/elementary school, a continuation high school, a preschool, and an adult education program. A seven-member elected Board of Trustees (the “School Board”) governs the School District. See Appendix A – “The School District – General and Financial Information” attached hereto.

School Facilities Improvement District No. 2

School Facilities Improvement District No. 2 of the River Delta Unified School District (“SFID No. 2”) was established by the School Board on July 20, 2004, pursuant to the provisions of the State of California Education Code Section 15300 *et seq.* (the “Education Code”), for the purpose of holding a bond election within the boundaries of SFID No. 2. The formation of SFID No. 2 allows the School District to finance school capital improvements from *ad valorem* property taxes levied only against property located

* Preliminary, subject to change.

within the designated boundaries of SFID No. 2. The boundaries of SFID No. 2 are contiguous with the attendance boundaries of Delta High School and include the communities of Clarksburg, Courtland and Walnut Grove as well as unincorporated areas of Sacramento County, Solano County and Yolo County.

The School Board has the same rights, powers, duties and responsibilities with respect to the formation and governance of SFID No. 2 as it has with respect to the School District. SFID No. 2 has no legal authority beyond the issuance of approved bonds and taxation therefor.

Authority for Issuance of the Bonds

The Bonds are general obligation bonds to be issued under the provisions of the Constitution of the State of California (the “State Constitution”), the State of California Government Code (the “Government Code”) and the Education Code, a resolution adopted by the School Board on August __, 2023 (the “District Resolution”), and a paying agent agreement dated as of April 29, 2021, as supplemented by the First Supplemental Paying Agent Agreement dated as of September 1, 2023 (altogether, the “Paying Agent Agreement”), by and between the School District and the Sacramento County, as paying agent (the “Paying Agent”). The Bonds represent the second series of bonds issued pursuant to an authorization approved by voters in SFID No. 2 on November 3, 2020 (the “2020 Authorization”). See “The Bonds – Authority for Issuance” for additional information.

Purpose of Issue

The Bonds are being issued to provide funds to (i) finance a portion of the school facilities projects set forth in the 2020 Authorization, including all necessary legal, financial, engineering, and contingent costs in connection therewith; and (ii) pay certain costs of issuance of the Bonds. See “The Bonds – Purpose of the Bonds.”

Description of the Bonds

The Bonds are being issued as current interest bonds in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds are dated their date of delivery and mature on August 1 in each of the years and in the amounts set forth on the inside cover pages hereof. Interest on the Bonds is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2024. Interest on the Bonds is computed on the basis of a 360-day year comprised of 12 months of 30 days each. See “The Bonds – Description of the Bonds” herein.

Registration

The Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) under the book-entry-only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds, but will instead receive credit balances on the books of their respective nominees. If use of the book-entry-only system is discontinued with respect to the Bonds, the Bonds will be registered in accordance with the Paying Agent Agreement, as described herein. See “The Bonds – Registration, Transfer and Exchange of Bonds” and Appendix F – “Book-Entry-Only System” for additional information.

Redemption

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity, as described herein. See “The Bonds – Redemption.”

Security for the Bonds

The Bonds are general obligations of SFID No. 2 payable solely from *ad valorem* property taxes. The Boards of Supervisors of the Counties (the “County Boards”) have the power and are obligated to annually levy *ad valorem* property taxes, without limitation as to rate or amount (except certain personal property that is taxable at limited rates), upon all property within SFID No. 2 for the payment of the principal of and interest on the Bonds. See “Security and Sources of Payment for the Bonds.”

COVID-19

In late 2019, an outbreak of a respiratory disease caused by a new strain of coronavirus (“COVID-19”) resulted in an ongoing global public health crisis. The federal and State governments both declared public health emergencies and taken action, along with local governments, to limit the spread of the outbreak and reduce the resulting economic impact. Nevertheless, as a result of the COVID-19 pandemic, there have been adverse and volatile financial and economic impacts worldwide. Although the public emergencies have ended, investors are cautioned that, at this time, the School District cannot predict the ongoing outbreak’s extent or duration or the impacts that the COVID-19 pandemic may have on its operations and finances, enrollment and average daily attendance (“ADA”), property values in SFID No. 2, and economic activity in SFID No. 2 and the State. Additionally, the School District cannot predict how future responses by federal, State or local authorities may impact the School District’s financial condition, the assessed value of real property in SFID No. 2, or property tax collections within SFID No. 2. For more disclosure regarding the COVID-19 emergency, see “Disclosure Relating to Coronavirus.” See also references to COVID-19 in Appendix A – “The School District – General and Financial Information.”

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued and received by the purchasers, subject to approval as to their legality by Parker & Covert LLP, Sacramento, California, Bond Counsel. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about September 7, 2023.

Tax Matters

In the opinion of Parker & Covert LLP, Sacramento, California, Bond Counsel, based upon an analysis of existing statutes, regulations, rulings, and court decisions and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes. In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals. Interest on the Bonds is included in adjusted financial statement income in order to compute alternative minimum tax for certain corporations for tax years beginning after December 31, 2022. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of the Bonds or the accrual or receipt of such interest. See “Tax Matters” herein.

Continuing Disclosure

To assist the Underwriter in complying with the Rule (as defined herein), the School District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate is included in Appendix E hereto.

Professionals Involved in the Offering

Parker & Covert LLP, Sacramento, California, is serving as Bond Counsel and Disclosure Counsel to the School District for the issuance of the Bonds. Government Financial Services Joint Powers Authority, Sacramento, California, a municipal entity (as defined under the Securities Exchange Act of 1934), is serving as Public Finance Consultant to the School District in connection with the sale of the Bonds. Sacramento County will serve as Paying Agent with respect to the Bonds. Zions Bancorporation, National Association will act as costs of issuance custodian (the “Costs of Issuance Custodian”) with respect to the Bonds. Bond Counsel, Disclosure Counsel, and the Costs of Issuance Custodian will receive compensation contingent upon the sale and delivery of the Bonds.

Other Information

The Official Statement contains brief descriptions of the Bonds, the Paying Agent Agreement, and other documents. Such descriptions are not comprehensive or definitive and are qualified in their entirety by reference to such documents. Copies of documents referred to herein and information concerning the Bonds are available from the School District, 445 Montezuma Street, Rio Vista, California 94571. The School District may impose a charge for copying, mailing and handling.

THE BONDS

Authority for Issuance

The Bonds are general obligation bonds to be issued under provisions of the State Constitution, the laws of the State, including Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the State of California Government Code, commencing with Section 53506, and applicable provisions of Title 1, Division 1, Part 10, Chapters 1 and 1.5 of the Education Code, commencing with Sections 15100 and 15264, respectively, and pursuant to the Paying Agent Agreement and the District Resolution. The Bonds represent part of the \$14,600,000 2020 Authorization approved by at least 55% of the votes cast by qualified voters within the boundaries of SFID No. 2 on November 3, 2020, to provide funding for improvements to school facilities within SFID No. 2. The Bonds are the second series of bonds issued pursuant to the 2020 Authorization, and following the issuance thereof, \$2,900,000* of the 2020 Authorization will remain.

Purpose of the Bonds

Proceeds of the Bonds will be applied to (i) finance the specific school facility construction, improvements, modernization, and other 2020 Authorization projects within SFID No. 2, including all necessary legal, financial, engineering, and contingent costs in connection therewith; and (ii) pay certain costs of issuance of the Bonds.

* Preliminary, subject to change.

Description of the Bonds

The Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of DTC. Beneficial Owners of the Bonds will not receive physical certificates representing their interests in the Bonds, but will receive a credit balance on the books of the nominees for such Beneficial Owners.

The Bonds are issuable in denominations of \$5,000 (principal amount) or any integral multiple thereof. The Bonds mature on August 1, in the years and amounts set forth on the inside cover page hereof.

The Bonds are dated their date of delivery and will bear interest from such date, computed on the basis of a 360-day year comprised of 12 months of 30 days each. Interest on the Bonds is payable on February 1, 2024, and semiannually thereafter on February 1 and August 1 of each year.

Each Bond bears interest from the interest payment date (being February 1 and August 1 of each year) next preceding the date of authentication thereof, unless (i) it is authenticated as of a day during the period after the fifteenth day of the calendar month immediately preceding an interest payment date (the “Regular Record Date”) to that interest payment date, both dates inclusive, in which event it will bear interest from such interest payment date, or (ii) it is authenticated on or before January 15, 2024, in which event it bears interest from its date of delivery, provided that if, at the time of authentication of a Bond, interest is in default thereon, such Bond bears interest from the interest payment date to which interest has previously been paid or made available for payment.

The principal of and interest on the Bonds will be paid by the Paying Agent to DTC, which will in turn remit such payments to its DTC Participants for subsequent disbursement to the Beneficial Owners of the Bonds as described herein. As long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds is payable by wire transfer with same-day funds transferred by the Paying Agent to Cede & Co., as nominee for DTC.

As long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the registered owners shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds. See Appendix F – “Book-Entry-Only System” for more information about DTC. If the book-entry-only system described below is no longer used with respect to the Bonds, the Bonds will be registered as described under the caption “Registration, Transfer and Exchange of Bonds.”

The Paying Agent, the School District, SFID No. 2, the Counties, and the Underwriter of the Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

Redemption

Optional Redemption. The Bonds maturing on or before August 1, 2030 are not subject to optional redemption prior to maturity. The Bonds maturing on or after August 1, 2031 are subject to redemption prior to their respective stated maturity dates, at the option of the School District, as a whole or in part among maturities on such basis as shall be designated by the School District and by lot within each maturity, from any source of available funds, on any date on or after August 1, 2030, at the principal amount of Bonds called for redemption, plus accrued interest thereon to the date of redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on August 1, 20__ and August 1, 20__ (the “Term Bonds”) are subject to redemption prior to their respective maturities in part, by lot, from

mandatory sinking fund payments on August 1 of each year, at the principal amount thereof on the date fixed for redemption without premium, but which amounts will be reduced by the principal amount of such Term Bonds optionally redeemed. If any Term Bonds are optionally redeemed, the School District will provide to the Paying Agent revised schedules of Mandatory Redemption Payments. The principal amount of such Term Bonds to be so redeemed and the dates therefor and the final payment date is as set forth below in the following tables.

August 1, 20__ Term Bonds

Year Ending <u>August 1</u>	Principal <u>To Be Redeemed</u>
	\$

*

* Maturity.

August 1, 20__ Term Bonds

Year Ending <u>August 1</u>	Principal <u>To Be Redeemed</u>
	\$

*

* Maturity.

Selection of Bonds for Redemption. In the case of any redemption at the election of the School District of less than all the Outstanding Bonds, the School District shall, at least 45 days prior to the date fixed for redemption (unless a shorter notice shall be satisfactory to the Paying Agent), notify the Paying Agent of such redemption date and of the principal amount of Bonds to be redeemed.

If less than all the Outstanding Bonds of any maturity are to be redeemed, not more than 60 days prior to the redemption date the Paying Agent shall select the particular Bonds to be redeemed from the Outstanding Bonds that have not previously been called for redemption, in minimum amounts of \$5,000 of principal amount, by lot in any manner that the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, each \$5,000 amount of principal shall be deemed to be a separate Bond.

For purposes of the Paying Agent Agreement, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond that has been or is to be redeemed.

Notice of Redemption. When Bonds are being redeemed as described above, the Paying Agent shall mail notice of redemption not fewer than 30 nor more than 60 days prior to the redemption date by first-class mail, postage prepaid, to the respective Beneficial Owners of any Bonds designated for redemption at their addresses appearing on the Bond Register. The Paying Agent shall also file such notice of redemption on the same day with the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access (EMMA) website.

Each notice of redemption shall state (a) the date of such notice; (b) the series designation of the bonds of the 2020 Authorization; (c) the date of issue of the Bonds; (d) the redemption date; (e) the redemption price; (f) the place or places of redemption (including the name and appropriate address or addresses of the Paying Agent); (g) the CUSIP number (if any) of the maturity or maturities; and (h) if less

than all of any such maturity, the distinctive certificate numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each notice of redemption shall either (a) explicitly state that the proposed redemption is conditioned on there being on deposit on the redemption date sufficient money to pay in full the redemption price of the Bonds or portions thereof to be redeemed; or (b) be sent only if sufficient money to pay in full the redemption price of the Bonds or portions thereof to be redeemed is on deposit. Each such notice shall also (a) state that on said date there will become due and payable on each of said Bonds the redemption price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the date fixed for redemption; (b) state that from and after such redemption date interest thereon shall cease to accrue; and (c) require that such Bonds be then surrendered at the address or addresses of the Paying Agent specified in the redemption notice.

Failure by the Paying Agent to file notice with MSRB or failure of any Beneficial Owner to receive notice of any defect in any such notice shall not affect the sufficiency of the proceedings for redemption. Failure by the Paying Agent to mail or otherwise deliver notice to any one or more of the respective Beneficial Owners of any Bonds designated for redemption shall not affect the sufficiency of the proceedings for redemption with respect to the Beneficial Owner or Beneficial Owners to whom such notice was mailed or delivered.

Right to Rescind Notice. The School District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Beneficial Owners of the Bonds so called for redemption. Any optional redemption and notice thereof will be rescinded if for any reason on the date fixed for redemption moneys are not available in the fund held by the Paying Agent for the payment of principal of and interest on the Bonds to the Bondholders or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption will be given in the same manner in which notice of redemption was originally given. The actual receipt by the Beneficial Owner of any Bond of notice of such rescission is not a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission.

Effect of Notice of Redemption. Notice of redemption having been duly given as aforesaid and moneys for payment of the redemption price of the Bonds so to be redeemed being held by the Paying Agent, on the redemption date designated in such notice (i) the Bonds so to be redeemed shall become due and payable at the redemption price specified in such notice; (ii) interest on such Bonds shall cease to accrue; (iii) such Bonds shall cease to be entitled to any benefit or security under the Paying Agent Agreement; and (iv) the Beneficial Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by Paying Agent at the redemption price.

Registration, Transfer and Exchange of Bonds

If the book-entry-only system is discontinued, the provisions in the Paying Agent Agreement summarized below will govern the registration, exchange and transfer of the Bonds.

The Paying Agent will keep or cause to be kept, at the Paying Agent's Office, the Bond Register to provide for the registration and transfer of the Bonds. The Bond Register will be open to inspection by the School District during normal business hours.

Upon surrender of a Bond for transfer at the Paying Agent's Office, the School District shall execute and, if required, the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same series, tenor, and maturity and for an equivalent aggregate principal amount.

Bonds may be exchanged for an equivalent aggregate principal amount of Bonds of other authorized denominations of the same series, tenor, and maturity, upon surrender of the Bonds for exchange at the Paying Agent's Office. Upon surrender of Bonds for exchange, the School District shall execute and, if required, the Paying Agent shall authenticate and deliver the Bonds that the Bondholder making the exchange is entitled to receive.

Every Bond presented or surrendered for transfer or exchange shall be accompanied by a written instrument of transfer, in a form satisfactory to the Paying Agent that is duly executed by the Beneficial Owner or by his attorney duly authorized in writing. All fees and costs of any transfer or exchange of Bonds shall be paid by the Bondholder requesting such transfer or exchange.

No transfer or exchanges of Bonds are required to be made (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond that has been selected for redemption in whole or in part, except the unredeemed portion of such Bond selected for redemption in part, from and after the day that such Bond has been selected for redemption in whole or in part.

Defeasance

Upon the deposit with the Paying Agent, escrow agent, or other fiduciary, at or before maturity, of money or Defeasance Securities (as defined herein) in the necessary amount as provided in the Paying Agent Agreement to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the School District in respect of such Bond will cease, terminate, and be completely discharged, except that thereafter (i) the registered owner thereof will be entitled to payment of the principal amount or redemption price of and interest on such Bond by the School District and the School District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent, escrow agent, or other fiduciary for their payment; and (ii) the registered owner thereof will retain its rights of transfer or exchange of Bonds. Defeasance Securities means (i) cash; (ii) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America; (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (iv) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; or (v) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

THE FINANCING PLAN

The net proceeds from the sale of the Bonds, exclusive of any premium, will be transferred to the Sacramento County Director of Finance (the “Director of Finance”) for deposit, on behalf of SFID No. 2, in the General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020 Building Fund, pursuant to Education Code section 15146, and used to finance 2020 Authorization projects. See “Estimated Uses and Sources of Funds.”

A portion of the proceeds of the Bonds, exclusive of any premium, will be transferred to the Costs of Issuance Custodian for deposit into a costs of issuance fund of the School District to pay certain costs associated with the issuance of the Bonds. See “Estimated Uses and Sources of Funds.”

The premium, if any, that is received from the sale of the Bonds will be transferred to the Director of Finance for deposit in the School Facilities Improvement District No. 2 of the River Delta Unified School District Tax Collection Fund (the “Tax Collection Fund”) maintained by the Director of Finance pursuant to Education Code section 15251. Moneys deposited in the Tax Collection Fund will be used solely for the payment of principal of and interest on the general obligation bonds of SFID No. 2. See “Security and Sources of Payment for the Bonds.”

The *ad valorem* property taxes levied by the Counties for the payment of the Bonds, when collected, and any premium received upon the sale of the Bonds, are required to be held by the Director of Finance in the Tax Collection Fund and used only for payment of principal of and interest on Bonds. Funds on deposit in the Tax Collection Fund will be invested through the County of Sacramento’s pooled investment fund. See Appendix G – “Sacramento County Investment Results and Investment Policy.”

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds with respect to the Bonds are as follows:

Sources:		
Principal Amount of Bonds		\$[PAR AMOUNT]
Net Original Issue Premium		
	Total Sources:	\$
Uses:		
Deposit to Building Fund		\$
Deposit to Tax Collection Fund		
Costs of Issuance ⁽¹⁾		
	Total Uses:	\$

(1) Includes the fees of Bond Counsel, Disclosure Counsel, Costs of Issuance Custodian, and Public Finance Consultant, Underwriter’s discount, costs of printing, legal fees, rating agency fees, and miscellaneous other costs of issuance.

DEBT SERVICE SCHEDULES

The Bonds. Debt service on the Bonds, assuming no optional redemptions (but including mandatory sinking fund redemption), is as shown in the following table.

**General Obligation Bonds of
School Facilities Improvement District No. 2 of the
River Delta Unified School District
Election of 2020, Series 2023**

Date	Principal	Interest	Semiannual Debt Service
August 1, 2024	\$	\$	\$
February 1, 2025	--		
August 1, 2026			
February 1, 2026	--		
August 1, 2027			
February 1, 2027	--		
August 1, 2028			
February 1, 2028	--		
August 1, 2029			
February 1, 2029	--		
August 1, 2030			
February 1, 2030	--		
August 1, 2031			
February 1, 2031	--		
August 1, 2032			
February 1, 2032	--		
August 1, 2033			
February 1, 2033	--		
August 1, 2034			
February 1, 2034	--		
August 1, 2035			
February 1, 2035	--		
August 1, 2036			
February 1, 2036	--		
August 1, 2037			
February 1, 2037	--		
August 1, 2038			
February 1, 2038	--		
August 1, 2039			
February 1, 2039	--		
August 1, 2040			
February 1, 2040	--		
August 1, 2041			
February 1, 2041	--		
August 1, 2042			
February 1, 2042	--		
August 1, 2043			
February 1, 2043	--		
August 1, 2044			
February 1, 2044	--		
August 1, 2045			
February 1, 2045	--		
August 1, 2046			

Date	Principal	Interest	Semiannual Debt Service
February 1, 2046	--		
August 1, 2047			
February 1, 2047	--		
August 1, 2048			
February 1, 2048	--		
August 1, 2049			
February 1, 2049	--		
August 1, 2050			
February 1, 2050	--		
August 1, 2051			
February 1, 2051	--		
August 1, 2052			
Total	\$	\$	\$

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Upon issuance of the Bonds, scheduled debt service on the outstanding general obligation bond debt of SFID No. 2, assuming no optional redemption (but including mandatory sinking fund redemption) is shown in the following table. See Appendix A – “The School District – General and Financial Information” for more information on the School District’s outstanding general obligation bond debt.

**Outstanding General Obligation Bond Debt Service of
School Facilities Improvement District No. 2 of the
River Delta Unified School District**

Year Ending (June 30)	Outstanding General Obligation Bonds	General Obligation Bonds, Election of 2020, Series 2023	Total General Obligation Bond Debt Service
2024	\$1,067,864		
2025	632,857		
2026	697,602		
2027	727,337		
2028	761,862		
2029	792,457		
2030	827,863		
2031	882,863		
2032	922,863		
2033	927,863		
2034	957,863		
2035	992,863		
2036	1,027,863		
2037	1,067,863		
2038	1,102,863		
2039	1,142,863		
2040	1,185,558		
2041	1,551,342		
2042	1,603,967		
2043	1,657,363		
2044	1,654,653		
2045	1,720,544		
2046	1,778,520		
2047	1,847,275		
2048	3,462,574		
2049	446,600		
2050	461,328		
2051	470,522		
Total	\$32,373,855	\$	\$

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Ad Valorem Property Taxes

Property tax revenues result from the application of the appropriate tax rate to the total net assessed value of taxable property in SFID No. 2. All property, including real, personal and intangible property, is taxable, unless granted an exemption by the State Constitution or United States law. Under the State Constitution, exempt classes of property include household and personal effects, intangible personal property (such as bank accounts, stocks and bonds), business inventories, and property used for religious, hospital, scientific and charitable purposes. The California Legislature (the “State Legislature”) may create additional exemptions for personal property, but not for real property. Taxes on property located in a school district or school facilities improvement district with boundaries extending into more than one county are

administered separately by each county in which the property is located. SFID No. 2 is located in the Counties.

The County Boards each have the power and are obligated to annually levy *ad valorem* property taxes, without limitation as to rate or amount (except certain personal property that is taxable at limited rates), upon all property within SFID No. 2 within the respective Counties subject to taxation for the payment of principal of and interest on the Bonds. The levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. However, the Counties are not obligated to establish or maintain such a reserve, and the School District can make no representations that any of the Counties will do so. Such taxes are required to be levied annually, in addition to all other taxes, during the period that any Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due.

Such taxes, when collected, will be deposited into in the Tax Collection Fund maintained by the Director of Finance in the County Treasury pursuant to Education Code section 15251. The Director of Finance will transfer, at the direction of the School District, monies from the taxes collected together with other amounts on deposit in the Tax Collection Fund to the Paying Agent to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable.

Taxes on real property located within SFID No. 2 are assessed and collected by the respective Counties in the same manner, at the same time, and in the same installments as other *ad valorem* taxes on real property located in the Counties. In addition to general obligation bonds issued by the School District on behalf of SFID No. 2, other entities with jurisdiction in or overlapping with SFID No. 2 may issue debt payable from *ad valorem* taxes also levied on parcels situated in SFID No. 2. Such taxes have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as *ad valorem* taxes levied for the payment of the Bonds and other general obligation bonds of SFID No. 2.

In no event is the School District or SFID No. 2 obligated to pay principal of and interest and redemption premium, if any, on the Bonds from any source of funds other than *ad valorem* taxes. However, nothing in the District Resolution prevents the School District from making advances of its moneys, howsoever derived, to any use or purpose permitted by law.

Although the Counties are obligated to levy *ad valorem* property taxes for the payment of Bonds, the Bonds are not a debt of the Counties.

Statutory Lien on *Ad Valorem* Property Tax Revenues

Senate Bill 222 (“SB 222”) was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 53515 to the California Government Code to provide that voter-approved general obligation bonds which are secured by *ad valorem* tax collections, such as the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Such lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Property Tax Collection Procedures

Taxes are levied by the Counties for each fiscal year on taxable real and personal property that is situated in SFID No. 2 as of the preceding January 1. For assessment and collection purposes, property is

classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State assessed public utilities property and real property having a tax lien that is sufficient, in the opinion of the respective assessors of each County (the “County Assessors”), to secure payment of the taxes. Other property is assessed on the “unsecured roll.” The Director of Finance of Sacramento County and the treasurers of Solano County and Yolo County (together, the “County Treasurers”), in their respective capacities as tax collectors of their respective counties, are presented with a tax roll created from the combined rolls of the respective County Assessors and the State Board of Equalization (“SBE”). The County Treasurers, in their respective capacities as tax collectors of their respective counties, prepare and mail tax bills to taxpayers and collect the taxes.

Taxes on property located in a district with boundaries extending into more than one county are administered separately by each county in which the property is located. SFID No. 2 is located in Sacramento County, Solano County and Yolo County. In such districts, the rate of tax is determined by the district’s primary county. The primary county for SFID No. 2 is Sacramento County. The primary county directs the secondary counties (Solano County and Yolo County with respect to SFID No. 2) to place the tax on the tax rolls. Taxes collected by the secondary counties are sent to the primary county.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment plus additional costs that varies by county. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the treasurers of the county.

Property taxes on the unsecured roll are mailed in July and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. The taxing authority has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county clerk and county recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements, or possessory interests belonging or assessed to the assessee.

As long as the Teeter Plan (as defined herein) remains in effect in the Counties, the School District will be credited with the full amount of the tax levy no matter the delinquency rate within SFID No. 2. See Appendix A – “The School District – General and Financial Information – School District Financial Information – Property Taxes” herein for more information.

The following table shows a five-year history of real property tax collections and delinquencies in the portions of Solano and Sacramento Counties situated within the boundaries of SFID No. 2. Data is not available for Yolo County.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Secured Tax Charges and Delinquencies
Fiscal Years 2017-18 through 2021-22**

Fiscal Year	Secured Tax Charge ⁽¹⁾	Amount Delinquent June 30	% Delinquent June 30
2017-18	\$ 9,674.16	\$0.00	0.00%
2018-19	--	--	--
2019-20	--	--	--
2020-21	10,267.78	0.00	0.00%
2021-22	14,172.84	0.00	0.00%

Fiscal Year	Secured Tax Charge ⁽²⁾	Amount Delinquent June 30	% Delinquent June 30
2017-18	\$251,161.00	\$3,631.00	1.45%
2018-19	--	--	--
2019-20	--	--	--
2020-21	289,920.00	4,993.00	1.72
2021-22	403,706.00	7,544.00	1.87

⁽¹⁾Bond debt service levy Solano County portion

⁽²⁾Bond debt service levy Sacramento County portion

Source: California Municipal Statistics, Inc.

Assessed Valuations

The assessed valuation of property in SFID No. 2 is established by the County Assessor on January 1 of each year, except for public utility property, which is assessed by the SBE. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the State Constitution. The full value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the Consumer Price Index or comparable data for the area, or to reflect declines in property value caused by substantial damage, destruction or other factors, including assessment appeals filed by property owners. See Appendix A – “The School District – General and Financial Information – Constitutional and Statutory Provisions Affecting District Revenues and Appropriations” for more information.

State law affords an appeal procedure to taxpayers who disagree with the assessed value of their taxable property. Taxpayers may informally request a reduction in assessment directly from the respective County Assessors, who may grant or refuse the request, and may appeal an assessment directly to the respective County Boards of Equalization, which rules on appealed assessments whether or not settled by the County Assessors. The County Assessors are also authorized to reduce the assessed value of any taxable property upon a determination that the market value has declined below the then-current assessment, whether or not appealed by the taxpayer.

The School District can make no predictions as to the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in aggregate SFID No. 2 assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds may be paid. Any

refund of paid taxes triggered by a successful assessment appeal will be debited by the respective County Treasurers against all taxing agencies who received tax revenues collected from taxpayers of that county, including SFID No. 2.

The secured roll also includes certain “utility” property, entered on the utility roll, located in the Counties but assessed by the SBE rather than by the respective County Assessors. Such property includes property owned or used by State-regulated transportation and communications utilities such as railways, telephone and telegraph companies, companies transmitting or selling gas or electricity, and pipelines, flumes, canals and aqueducts lying within two or more counties. Property assessed by the SBE is not subject to the limitation under Article XIII A of the State Constitution, and is annually reappraised at its market value as of January 1 and then allocated by formula among all the taxing jurisdictions in the respective Counties, including SFID No. 2. The growth or decline in the assessed valuation of utility property is shared by all jurisdictions in the respective Counties. The School District can make no predictions regarding the impact of the reorganization of regulated utilities and the transfer of electricity-generating property to non-utility companies on the amount of tax revenue collected. In general, the transfer of State-assessed property located in SFID No. 2 to non-utility companies will increase the assessed value of property in SFID No. 2, since the property’s value will no longer be divided among taxing jurisdictions in the respective Counties; the transfer of property located and taxed in SFID No. 2 to a State-assessed utility will, in general, reduce the assessed value in SFID No. 2, as the value is shared among the other jurisdictions in the respective Counties. The greater the total assessed value of all taxable property in SFID No. 2, the lower the tax rate necessary to generate taxes sufficient to pay scheduled debt service on the Bonds.

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

Proposition 19 was approved by voters at the statewide election held on November 3, 2020. Proposition 19 amends the State Constitution to permit eligible homeowners to transfer their tax assessment anywhere in the State, to increase the number of times that eligible homeowners may transfer their tax assessment in real property, and to require market value reassessments for inherited properties that are not used as the heir’s principal residence. (See Appendix A – “The School District – General and Financial Information – Constitutional and Statutory Provisions Affecting District Revenues and Appropriations – Article XIII A of the State Constitution.”) The School District cannot predict the impact Proposition 19 it might have on aggregate assessed value of taxable property located within the boundaries of SFID No. 2.

Shown in the following table are 10 years of the historical assessed valuation in SFID No. 2, each as of the date the equalized assessment roll is established (in or about August of each year). Total secured assessed value includes net local secured assessed value, the assessed value of the secured homeowner exemption and the assessed value on “utility” property as allocated by the SBE. Total unsecured assessed value includes net local unsecured assessed value and the assessed value of the unsecured homeowner exemption.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Assessed Valuation
Fiscal Year 2013-14 through Fiscal Year 2022-23**

Year Ended June 30	Total Secured Assessed Value	Total Unsecured Assessed Value	Total Assessed Value	Percentage Change
2014	\$611,500,690	\$135,019,347	\$746,520,037	--
2015	632,561,285	158,843,970	791,405,255	6.01%
2016	659,866,795	163,867,220	823,734,015	4.08
2017	679,834,777	170,941,906	850,776,683	3.28
2018	702,375,648	170,087,070	872,462,718	2.55
2019	729,753,073	177,543,772	907,296,845	3.99
2020	755,612,613	187,744,162	943,356,775	3.97
2021	781,171,942	187,141,400	968,313,342	2.65
2022	814,034,872	186,472,886	1,000,507,758	3.30
2023	861,071,818	192,388,286	1,053,460,104	5.30

Source: Sacramento County Assessor, Solano County Assessor, and Yolo County Assessor.

The following table shows the historical assessed valuation in SFID No. 2 by each County.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Assessed Valuation by County
Fiscal Year 2013-14 through Fiscal Year 2022-23**

Year Ended June 30	Sacramento County Assessed Value	% of Total	Solano County Assessed Value	% of Total	Yolo County Assessed Value	% of Total	Total Assessed Value
2014	\$348,655,586	46.7%	\$13,155,325	1.8%	\$384,709,126	51.5%	\$746,520,037
2015	362,307,030	45.8	13,455,354	1.7	415,642,871	52.5	791,405,255
2016	378,053,438	45.9	13,856,123	1.7	431,824,454	52.4	823,734,015
2017	387,406,917	45.5	13,800,383	1.6	449,569,383	52.8	850,776,683
2018	394,322,870	45.2	13,871,189	1.6	464,268,659	53.2	872,462,718
2019	406,272,738	44.8	13,360,698	1.5	487,663,409	53.7	907,296,845
2020	425,362,407	45.1	13,864,244	1.5	504,130,124	53.4	943,356,775
2021	441,356,347	45.6	14,243,917	1.5	512,713,078	52.9	968,313,342
2022	466,435,502	46.6	14,958,883	1.5	519,113,373	51.9	1,000,507,758
2023	502,928,685	47.7	15,459,052	1.5	535,072,367	50.8	1,053,460,104

Source: Sacramento County Assessor, Solano County Assessor, and Yolo County Assessor

The District may not issue general obligation bonds in excess of 2.50% of the assessed valuation of taxable property within its boundaries. Refunding bonds may be issued without regard to this limitation; however, once issued, the outstanding principal of any refunding bonds is included when calculating the

District’s bonding capacity. The District’s gross bonding capacity in fiscal year 2022-23 is \$26,336,503. Upon issuance of the Bonds, the District will have remaining bonding capacity of \$10,443,778.*

Shown in the following table is the distribution of total assessed value among the cities and unincorporated areas encompassed by SFID No. 2 for fiscal year 2022-23.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
2022-23 Assessed Valuation by Jurisdiction⁽¹⁾**

Jurisdiction:	Assessed Valuation in School District	% of School District	Assessed Valuation in Jurisdiction	% of Jurisdiction in School District
City of West Sacramento, Yolo County	\$14,161,652	1.34%	\$9,104,422,371	0.16%
Unincorporated Sacramento County	502,928,685	47.74	73,283,083,359	0.69%
Unincorporated Solano County	15,459,052	1.47	5,814,385,024	0.27%
Unincorporated Yolo County	520,910,715	49.45	5,853,996,938	8.90%
Total District	\$1,053,460,104	100.00%		
Sacramento County	\$502,928,685	47.74%	\$206,742,934,574	0.24%
Solano County	15,459,052	1.47	69,338,864,578	0.02%
Yolo County	535,072,367	50.79	34,009,893,482	1.57%
Total District	\$1,053,460,104	100.00%		

Source: California Municipal Statistics, Inc.

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* Preliminary, subject to change.

Shown in the following table is a distribution of taxable real property located in SFID No. 2 by principal purpose for which the parcels are used along with the local secured assessed valuation (excluding homeowners' exemption) and number of parcels for each use for fiscal year 2022-23.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Assessed Valuation and Parcels by Land Use**

Non Residential:	2022-2023 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
Agricultural/Vineyards	\$522,678,446	60.73%	908	37.49%
Commercial	23,741,318	2.76	103	4.25
Vacant Commercial	1,814,930	0.21	49	2.02
Industrial	23,053,386	2.68	36	1.49
Vacant Industrial	1,354,146	0.16	26	1.07
Oil & Gas/Mineral Rights	437,238	0.05	6	0.25
Recreational	4,858,152	0.56	23	0.95
Government/Social/Institutional	975,758	0.11	88	3.63
Miscellaneous	1,218,556	0.14	169	6.98
Subtotal Non-Residential	\$580,131,930	67.40%	1,408	58.13%
Residential:				
Single-Family Residence	\$255,134,583	29.64%	791	32.66%
2+ Residential Units/Apartments	16,089,910	1.87	68	2.81
Mobile Home	2,427,507	0.28	50	2.06
Mobile Home Park	814,727	0.09	2	0.08
Vacant Residential	6,116,372	0.71	103	4.25
Subtotal Residential	\$280,583,099	32.60%	1,014	41.87%
Total	\$860,715,029	100.00%	2,422	100.00%

⁽¹⁾Local Secured Assessed Valuation, excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

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The following table sets forth the assessed valuation of single-family homes within the boundaries of SFID No. 2 for fiscal year 2022-23.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Per Parcel 2022-23 Assessed Valuation of Single-Family Homes**

Single Family Residential	No. of Parcels	2022-23 Assessed Valuation		Average Assessed Valuation	Median Assessed Valuation	
	791	\$255,134,583		\$322,547	\$227,745	
2022-23 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$49,999	63	7.965%	7.965%	\$1,665,584	0.653%	0.653%
\$50,000 - \$99,999	112	14.159	22.124	8,329,369	3.265	3.918
\$100,000 - \$149,999	88	11.125	33.249	10,875,881	4.263	8.180
\$150,000 - \$199,999	87	10.999	44.248	15,018,399	5.886	14.067
\$200,000 - \$249,999	66	8.344	52.592	14,575,378	5.713	19.780
\$250,000 - \$299,999	51	6.448	59.039	13,863,106	5.434	25.213
\$300,000 - \$349,999	49	6.195	65.234	16,014,290	6.277	31.490
\$350,000 - \$399,999	39	4.930	70.164	14,578,971	5.714	37.204
\$400,000 - \$449,999	36	4.551	74.716	15,254,033	5.979	43.183
\$450,000 - \$499,999	46	5.815	80.531	21,814,603	8.550	51.733
\$500,000 - \$549,999	27	3.413	83.944	14,056,598	5.509	57.243
\$550,000 - \$599,999	24	3.034	86.979	13,832,421	5.422	62.664
\$600,000 - \$649,999	22	2.781	89.760	13,623,292	5.340	68.004
\$650,000 - \$699,999	13	1.643	91.403	8,732,500	3.423	71.427
\$700,000 - \$749,999	9	1.138	92.541	6,536,482	2.562	73.989
\$750,000 - \$799,999	8	1.011	93.552	6,200,907	2.430	76.419
\$800,000 - \$849,999	5	0.632	94.185	4,081,378	1.600	78.019
\$850,000 - \$899,999	5	0.632	94.817	4,365,305	1.711	79.730
\$900,000 - \$949,999	4	0.506	95.322	3,651,154	1.431	81.161
\$950,000 - \$999,999	7	0.885	96.207	6,783,325	2.659	83.820
\$1,000,000 and greater	30	3.793	100.00	41,281,607	16.180	100.00
Total	791	100.00%		\$255,134,583	100.000%	

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.

Source: California Municipal Statistics, Inc.

Risk of Decline in Property Values

Assessed valuations are subject to increase or decreases in each year for a variety of reasons, including, but not limited to, general economic conditions, supply and demand for real property, government regulations concerning land use, and natural disasters. The School District makes no predictions or representations regarding the effects of any such natural disasters on taxable property within SFID No. 2, or the impacts of such natural disasters on the local and State economic conditions. A reduction of the assessed valuation of property in SFID No. 2 could necessitate an unanticipated increase in tax rates. See “—Typical Tax Rates” herein.

Earthquake. SFID No. 2 is located near the seismically active San Francisco Bay Area. Additionally, the faults of the Sierra Nevada lie to the east of SFID No. 2. Despite the distance from major faults, if a large earthquake were to occur in such areas, property within SFID No. 2 could sustain extensive damage, including from changes in water levels in nearby waterways and liquefaction of the soil, and could adversely affect the area’s economic activity.

Drought. In recent years, the State has experienced severe drought conditions. While the most recent period of severe statewide drought (2012 through 2016) adversely affected agriculture, the general economy of the State was not significantly affected. A significant amount of the property located SFID No. 2 is in agricultural use (see the table in “—Assessed Valuation of Parcel by Land Use” herein). On July 8, 2021 the Governor declared a drought emergency in 50 of the State’s counties, including the Counties encompassing SFID No. 2. As a result of significant rain storms, the worst categories of drought (exceptional through severe) have been eliminated. Further, SFID No. 2 is no longer in drought status according to the U.S. Drought Monitor. It is not possible for the School District to make any representation regarding the extent to which drought conditions could cause reduced economic activity within the boundaries of SFID No. 2 or the extent to which the drought has had or may have in the future on the value of taxable property within SFID No. 2.

Wildfire. In recent years, portions of the State, including the Counties and adjacent counties, have experienced wildfires that have burned millions of acres and destroyed thousands of homes and structures. According to the California Fire Hazard Severity Zone Map, SFID No. 2 is located in between areas at risk of moderate to very high fire hazards. Property damage due to wildfire (or subsequent flooding or mudslides) could result in a significant decrease in the assessed value of property in SFID No. 2. It is not possible for the School District to make any representation regarding the extent to which wildfires could cause reduced economic activity within the boundaries of SFID No. 2 or the extent to which wildfires may impact the value of taxable property within SFID No. 2.

Proposition 19. Proposition 19, approved by voters of the State at the election held on November 3, 2020, is a State constitutional amendment that changes the manner of assessment of property when it is transferred between parents and children. Under prior law, reassessment was not triggered by such transfers, but Proposition 19 generally would result in a reassessment. The School District cannot predict the impact Proposition 19 may have in the future on the value of taxable property within SFID No. 2. See “Security and Sources of Payment for the Bonds – Assessed Valuations” and Appendix A – “The School District – General and Financial Information – Constitutional and Statutory Provisions Affecting District Revenues and Appropriations – Article XIII A of the State Constitution.”

Climate Change. Long term shifts in the Earth’s temperature and weather patterns are generally referred to as “climate change.” It is expected that, among other things, climate change will result in sea level rise and an increase in the frequency of extreme weather events, including, but not limited to, wildfires, drought, and flooding. More frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems over the next 25 to 100 years. The School District cannot predict what impact climate change will have on property values in SFID No. 2.

Other. Other possible causes for a reduction in assessed values include the complete or partial destruction of taxable property caused by other natural or manmade disasters, such as flood, fire, drought, toxic dumping, acts of terrorism, etc., or reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable, or religious purposes).

Typical Tax Rates

The State Constitution permits the levy of an *ad valorem* property tax on taxable property not to exceed one percent of the property’s full cash value, plus the amount necessary to make annual payments due on general obligation bonds or other indebtedness incurred prior to July 1, 1978, any bonded indebtedness for the acquisition or improvement or real property approved by a two-thirds majority of voters on or after July 1, 1978, and certain bonded indebtedness for school facilities approved by 55% of

the voters. The Sacramento County Director of Finance, in its capacity as auditor-controller, computes the additional rate of tax necessary to pay such scheduled debt service and presents the tax rates for all taxing jurisdictions in Sacramento County to the Sacramento County Board of Supervisors, and directs the respective auditor-controllers of Solano County and Yolo County to place the tax on their respective county's tax rolls.

The rate of the annual *ad valorem* property tax levied by the Counties to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in SFID No. 2 and the amount of debt service due on the Bonds. A reduction in the assessed valuation of taxable property in SFID No. 2 caused by economic factors beyond the School District's control, such as economic recession, outbreaks of disease, slower growth, or deflation of land values, a relocation out of SFID No. 2 by one or more major property owners, or the complete or partial destruction of such property caused by, among other eventualities, an earthquake, a flood, a fire or wildfire, or other natural or man-made disaster, could necessitate an unanticipated increase in tax rates.

One factor in the ability of taxpayers to pay additional taxes for general obligation bonds is the cumulative rate of tax on each parcel. The tables below show the tax rates on the secured roll during the past five fiscal years for Tax Rate Area No. 56-000 (Sacramento County), Tax Rate Area No. 84-000 (Solano County), and Tax Rate Area No. 58-002 (Yolo County), which are all entirely within SFID No. 2.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Typical Tax Rates per \$100 of Assessed Valuation
Fiscal Years 2018-19 through 2022-23
(TRA 56-000 – Sacramento County)⁽¹⁾**

	2018-19	2019-20	2020-21	2021-22	2022-23
General Tax Rate	1.00000	1.00000	1.00000	1.00000	1.00000
Los Rio Community College District	.01310	.02320	.02230	.02490	.02260
River Delta Unified School District SFID No. 2	.00000	.00000	.07380	.09730	.09520
Total Tax Rate	1.01310	1.02320	1.09610	1.12220	1.11780

⁽¹⁾ 2022-23 assessed valuation of TRA56-000 is \$154,289,985 which is 14.65% of the district's total assessed valuation.

Source: California Municipal Statistics, Inc.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Typical Tax Rates per \$100 of Assessed Valuation
Fiscal Years 2018-19 through 2022-23
(TRA 84-000 – Solano County)⁽¹⁾**

	2018-19	2019-20	2020-21	2021-22	2022-23
General Tax Rate	1.00000	1.00000	1.00000	1.00000	1.00000
San Joaquin Delta Community College District	.02250	.01990	.01830	.01630	.01440
River Delta Unified School District SFID No. 2	.00000	.00000	.07380	.09730	.09520
Total Tax Rate	1.02250	1.01990	1.09210	1.11360	1.10960

⁽¹⁾ 2022-23 assessed valuation of TRA 84-000 is \$15,459,052 which is 1.47% of the district's total assessed valuation.

Source: California Municipal Statistics, Inc.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Typical Tax Rates per \$100 of Assessed Valuation
Fiscal Years 2018-19 through 2022-23
(TRA 58-002 – Yolo County)⁽¹⁾**

	2018-19	2019-20	2020-21	2021-22	2022-23
General Tax Rate	1.00000	1.00000	1.00000	1.00000	1.00000
Los Rio Community College District	.01310	.02320	.02230	.02490	.02260
River Delta Unified School District SFID No. 2	.00000	.00000	.07380	.09730	.09520
Total Tax Rate	1.01310	1.02320	1.09610	1.12220	1.11780

⁽¹⁾ 2022-23 assessed valuation of TRA 58-002 is \$414,322,555 which is 39.33% of the district's total assessed valuation.

Source: California Municipal Statistics, Inc.

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Largest Property Owners

The following table shows the 20 largest owners of taxable property in SFID No. 2 as determined by secured assessed valuation in fiscal year 2022-23. The more property (by assessed value) which is owned by a single taxpayer within SFID No. 2, the greater amount of tax collections that are exposed to weaknesses in such taxpayer's financial situation and ability or willingness to pay property taxes. The 20 taxpayers in SFID No. 2 with the greatest combined secured assessed valuation of taxable property on the fiscal year 2022-23 tax roll own property that comprises 16.79% of the local assessed valuation of secured property in SFID No. 2. These taxpayers, ranked by aggregate assessed value of taxable property as shown on the fiscal year 2022-23 secured tax roll, and the amount of each owner's assessed valuation for all taxing jurisdictions within the boundaries of SFID No. 2 are shown in the table below. Each taxpayer listed below is a name listed on the tax rolls. The School District cannot make any representation as to whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT Largest 2022-23 Local Secured Taxpayers

	Property Owner	Primary Land Use	2022-23 Assessed Valuation	% of Total ⁽¹⁾
1.	Delta Ranch	Agricultural	\$13,857,136	1.61%
2.	Demeter Agricultural Properties II LLC	Agricultural	12,302,452	1.43
3.	Gasto Company	Agricultural	11,612,404	1.35
4.	Pacific Fruit Farms (G3 Enterprises Inc.)	Agricultural	11,310,739	1.31
5.	Koy Builders Inc.	Industrial	9,975,447	1.16
6.	Bogle Vineyards Inc.	Agricultural	8,829,566	1.03
7.	Janssen Properties LLC	Agricultural	7,909,830	0.92
8.	F. Korbel & Bros Inc.	Agricultural	7,239,871	0.84
9.	Joseph E. Salman	Agricultural	6,806,314	0.79
10.	Johas & Associates Inc.	Agricultural	5,819,780	0.68
11.	DE Orchards LP	Agricultural	5,699,360	0.66
12.	Greene & Hemly Inc.	Agricultural	5,329,038	0.62
13.	Diablo Vineyards	Agricultural	5,143,306	0.60
14.	Ewing Farms LP	Agricultural	5,001,393	0.58
15.	Prince Vineyards LLC	Agricultural	4,745,962	0.55
16.	J.H Jonson Sons Inc.	Agricultural	4,692,830	0.55
17.	Constellation Brands US Operations	Agricultural	4,656,380	0.54
18.	Tres Farms LLC	Agricultural	4,600,077	0.53
19.	Ramos Trust	Agricultural	4,519,678	0.53
20.	Wurster Ranches LP	Agricultural	4,431,971	0.51
			\$144,483,534	16.79%

⁽¹⁾2022-23 Local Secured Assessed Valuation (excluding State-assessed properties): \$860,715,029

Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Discussed and shown below is a statement of direct and overlapping bonded debt (the "Debt Report") prepared by California Municipal Statistics, Inc. on July 7, 2023. The Debt Report is included for general information purposes only. The School District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of SFID No. 2 in whole or in part. Such long-term

obligations generally are not payable from revenues of the School District of SFID No. 2 (except as indicated) nor are they necessarily obligations secured by land within SFID No. 2. In many cases, long term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency. Self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations are excluded from the Debt Report. The first column in the table names each public agency which has outstanding debt as of August 1, 2023, and whose territory overlaps SFID No. 2 in whole or in part. The second column shows the percentage of each overlapping agency's assessed value located within the boundaries of SFID No. 2. This percentage, multiplied by the total outstanding debt of each overlapping agency (not shown) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in SFID No. 2. Property owners within the boundaries of SFID No. 2 may be subject to other special taxes and assessments levied by other taxing authorities providing services within the boundaries of SFID No. 2. Such non-*ad valorem* special taxes and assessments (which are not levied to fund debt service) are not represented in the statement of direct and overlapping bonded debt.

**SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
As of August 1, 2023**

2022-23 Assessed Valuation: \$1,053,460,104

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 8/1/23</u>
Los Rios Community College District	0.403%	\$1,611,617
San Joaquin Delta Community College District	0.048	78,077
River Delta Joint Unified School District School Facilities Improvement District No. 2	100.000	9,092,725⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		<u>\$10,782,419</u>
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Sacramento County General Fund Obligations	0.243%	\$283,789
Sacramento County Pension Obligation Bonds	0.243	1,119,505
Sacramento County Board of Education Certificates of Participation	0.243	5,225
Solano County Certificates of Participation	0.022	16,679
Solano County Pension Obligations	0.022	2,048
Yolo County Certificates of Participation	1.573	909,539
Yolo County Board of Education Certificates of Participation	1.573	75,111
City of West Sacramento General Fund and Pension Obligations	0.156	19,030
Consumnes Community Services District General Fund Obligations	0.009	5,465
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		<u>\$2,436,391</u>
Less: Sacramento County supported obligations		30,255
City of West Sacramento supported obligations		10,605
TOTAL NET OVERLAPPING GENERAL FUND DEBT		<u>\$2,395,531</u>
 GROSS COMBINED TOTAL DEBT		 \$13,218,810 ⁽²⁾
NET COMBINED TOTAL DEBT		\$13,177,950

⁽¹⁾ Excludes issues to be sold.

⁽²⁾ Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2022-23 Assessed Valuation:

Direct Debt (\$9,092,725)	0.86%
Total Direct and Overlapping Tax and Assessment Debt	1.02%
Gross Combined Total Debt	1.25%
Net Combined Total Debt	1.25%

Source: California Municipal Statistics, Inc.

DISCLOSURE RELATING TO CORONAVIRUS

In late 2019, an outbreak of a respiratory disease caused by a new strain of coronavirus (“COVID-19”) spread to other countries, including the United States, resulting in millions of confirmed cases and deaths. Governments around the world from the national to the local levels, including the State and the County, beginning around March of 2020, implemented various measure to limit the spread of the virus. Such measures included temporary closings of business, schools, and other non-essential entities, restrictions on large gatherings, and requirements to wear masks. As a result of the global outbreak of COVID-19, health and safety measures, and the general uncertainty about the disease, financial markets experienced significant volatility and supply chains were severely disrupted.

In December of 2020 the first vaccine for COVID-19 was authorized for emergency use in the United States. Over time, as more people became vaccinated or were infected, COVID-19 infection rates and deaths have declined. By the end of February 2023, the Governor terminated the COVID-19 State of Emergency. Although COVID-19 has not been eradicated, restrictions on businesses and other health and safety measures have been lifted.

Federal Response. On March 13, 2020, President Trump declared a national emergency, to contain and combat the spread of COVID-19 in the United States. As a result, as much as \$50 billion in financial resources was made available to assist those affected by the outbreak. Congress passed the Families First Coronavirus Response Act (“FFCRA”). FFCRA provided funds to all businesses with fewer than 500 employees in order to provide their employees with paid leave for their own health or to care for family members during the COVID-19 outbreak.

On March 27, 2020 President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) into law. The CARES Act appropriated over \$2 trillion to battle COVID-19 and its economic effects including: immediate cash relief for individual citizens, expanded unemployment insurance for workers, loan programs for small business (including \$349 billion for the Paycheck Protection Program), additional funds for state and local governments, support for hospitals and other medical providers, and various types of economic relief for impacted businesses and industries. The CARES Act designated approximately \$31 billion for K–12 and higher education assistance and more than \$4 billion for childcare and early education programs, including \$13.5 billion to be distributed to states based on their state-level Title I allocation, with states passing on ninety percent of the funds to school districts and charter schools using the Title I formula; \$3 billion for state governors to spend on K–12 or higher education in regions that have been hit hardest by COVID-19, \$8.8 billion for child nutrition programs, \$3.5 billion for child care and development block grants and \$750 million for Head Start early education programs. Later that same year, the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA”) was passed, which included \$900 billion financial relief, including \$54.3 billion for K-12 schools.

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (“ARPA”), a \$1.9 trillion stimulus bill to assist the country’s recovery from the economic and health effect of the COVID-19 pandemic and the ongoing recession. Among other things, ARPA funds are authorized for K-12 education programs (approximately \$125.4 billion), including to improve ventilation in school buildings, to purchase personal protective equipment, to hire support staff, and to counteract learning loss from students who missed school during the COVID-19 pandemic. Such funds were distributed to local educational agencies (“LEAs”) based on their relative share of Title I-A funding. As of May 11, 2023, the federal COVID-19 State of Emergency has ended.

State Response. On March 4, 2020, the Governor declared a State of Emergency in order to make additional resources available, formalize emergency actions underway across multiple State agencies and departments, and assist the State in preparing for and slowing the spread of COVID-19. On March 13, 2020,

Governor Newsom issued Executive Order N-26-20, closing schools, but allowing LEAs to continue to receive State funding, and encouraging the implementation of distance learning strategies. The State implemented various systems for monitoring COVID-19 outbreaks and restricting activities on a county-by-county basis, including in-person school attendance, in order to limit to spread of the disease. As stated above, the State of Emergency was lifted on February 28, 2023.

At the beginning of the outbreak of COVID-19, the Governor was forced to confront an over \$50 billion budget deficit for fiscal year 2020-21 budget as a result of the economic impacts of COVID-19. In contrast, in fiscal years 2021-22 and 2022-23, the State had budget surpluses in spite of the economic impacts of COVID-19.

Impacts on School Districts. On March 17, 2020, the Governor signed Senate Bill 117 (“SB 117”), which addressed economic impacts to school districts directly. Among other things, SB 117 provided that, for all school districts that comply with Executive Order N-26-20, attendance during only full school months from July 1, 2019, to February 29, 2020, inclusive, will be reported for apportionment purposes. SB 117 also held harmless school districts not meeting minimum instructional day and minute requirements, in order to prevent a loss of funding related to school closures due to the outbreak. SB 117 also held harmless grantees operating After School Education and Safety Programs that are prevented from operating such programs due to COVID-19, and credit such program grantees with the ADA that the grantee would have received had it been able to operate but for COVID-19. Additionally, SB 117 appropriated \$100 million for local educational agencies to purchase protective equipment and supplies and labor related to cleaning school sites as a result of COVID-19.

On June 28, 2020, the Governor signed Senate Bill 98 (“SB 98”), the education omnibus trailer bill to the 2020 Budget Act, into law, which provided distance learning standards for LEAs to implement in response to the COVID-19 pandemic during the 2020-21 school year. SB 98 outlined that instructional day and school day minute requirements must be met through either in-person instruction or a combination of in-person instruction and distance learning. Pursuant to SB 98, distance learning could be implemented either when an LEA or school determines it was necessary based on order or guidance from state public health office or local public health officer, or if a student who was medically fragile, would be put at risk by in-person instruction or was quarantining because of COVID-19.

On March 5, 2021, the Governor signed Assembly Bill 86 (“AB 86”), providing \$6.6 billion in State funding to LEAs for COVID-19 relief, including \$2.0 billion of in-person instruction grants to accelerate the safe return to in-person instruction and \$4.6 billion of expanded learning opportunity grants for summer school, tutoring, professional development, access to school meals, mental health services, and other supports in order to address the pandemic’s impact on learning. The \$2.0 billion in-person instruction grants were distributed to LEAs in proportion to their local control funding formula entitlement. In order to receive full in-person instruction grants, LEAs were required to offer in-person instruction to students by April 1, with grants decreasing by 1% for each day after April 1 that the LEA did not provide in-person instruction in accordance with grant requirements.

The School District remained closed for the remainder of the 2019-20 schools year in accordance with guidance from the Sacramento County Office of Education and the Sacramento County Public Health Department and the Governor, and implemented distance learning for all students. When the 2020-21 school year began on August 7, 2020, School District students participated in distance learning. By Spring 2021 students were able to return to campuses for in-person instruction. As an alternative, families of students who wished to remain in a virtual setting were provided with an option to do so. Instruction in the 2021-22 and 2022-23 school years has been in-person, with detailed, written COVID-19 safety protocols, and with an option to enroll in an independent study program. On its website at <https://www.rdusd.org/> the

School District provides its COVID-19 Testing Plan, consistent with the guidance from the State. The information presented on the School District’s website is not incorporated herein by any reference.

The School District has received emergency federal funding of approximately \$ _____ under the CARES Act and ARPA from the Elementary and Secondary School Emergency Relief (“ESSER”) Fund to address costs which may have resulted from the COVID-19 response, as well as an additional \$ _____ in one-time funds allocated from CARES Act moneys received by the State and other State sources. The School District additionally received approximately \$ _____ in AB 86 funding, and \$ _____ in SB 117 funding. The funds were used for outdoor classrooms, personal protective equipment (PPE), improving air quality, and providing supplemental education for learning loss recovery.

The School District cannot make any representation whether the COVID-19 pandemic, including its variants, may spread further within California (notwithstanding the general availability of vaccines and booster shots to fight the disease), or that additional limits may be placed on businesses and citizens by the local, State, and federal governments. Further, due to its evolving nature, the School District cannot predict the extent or duration of COVID-19 or what impact this outbreak, and responses by federal, State or local authorities thereto may have on assessed value of real property within the School District or the School District’s financial condition and operations. The economic consequences of the COVID-19 pandemic could have a material impact on the State’s financial position and budget, and as a result the School District could see a corresponding decline in revenues from the State and local property taxes. See section on Appendix A – “The School District – General and Financial Information” herein. Notwithstanding the adverse impacts that this outbreak may have on the financial condition of the State, the School District, and SFID No. 2, the Bonds described herein are voter-approved general obligations of SFID No. 2 payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, and are *not* payable from the general fund of the School District.

LEGAL MATTERS

The proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Parker & Covert LLP, Sacramento, California, Bond Counsel for the School District. The opinion of Bond Counsel with respect to the Bonds will be delivered in substantially the form attached hereto as Appendix D. Certain legal matters will also be passed upon for the School District by Parker & Covert LLP, as Disclosure Counsel.

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in the State to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors, and under provisions of the Government Code, are eligible to secure deposits of public moneys in the State.

TAX MATTERS

In the opinion of Parker & Covert LLP, Sacramento, California, Bond Counsel, based upon the analysis of existing statutes, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific item of tax preference for purposes of the alternative minimum tax imposed on individuals. However, for tax years beginning after December 31, 2022, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. A complete copy of the proposed form of Opinion of Bond Counsel is set forth in Appendix D attached hereto.

The Internal Revenue Code of 1986, as amended, (the “Code”) imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds.

The School District has made certain representations and has covenanted to comply with certain restrictions designed to assure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in federal gross income, possibly from the date of issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after that date of issuance of the Bonds may adversely affect the tax status of interest on the Bonds.

Although Bond Counsel expects to render an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Beneficial Owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

In addition, no assurance can be given that any future legislation, including amendments to the Code, if enacted into law, or changes in interpretation of the Code, will not cause interest on the Bonds to be subject, directly or indirectly, to federal and/or state income taxation, or otherwise prevent Beneficial Owners of the Bonds from realizing the full current benefit of the tax status of such interest. Prospective purchasers of the Bonds should consult their own tax advisers regarding any pending or proposed federal and/or state tax legislation. Further, no assurance can be given that the introduction or enactment of any such future legislation, or any action of the Internal Revenue Service (“IRS”), including but not limited to regulation, ruling, or selection of the Bonds for audit examination, or the course or result of any IRS examination of the Bonds, or obligations that present similar tax issues, will not affect the market price or liquidity of the Bonds.

The rights of the Beneficial Owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditor’s rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

BANK QUALIFIED

The School District has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code. Section 265(b)(3) sets forth an exception to the prohibition against the ability of a “financial institution” (as defined in the Code) to deduct its interest expense associated with funds invested in tax-exempt securities. As a result of such designation pursuant to Section 265(b)(3), a financial institution may deduct, for federal income tax purposes, 80% of that portion of such financial institution’s interest expense allocable to interest payable on the Bonds.

CONTINUING DISCLOSURE

The School District has covenanted for the benefit of holders and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the District (the “Annual Report”) not later than nine months after the end of the School District’s fiscal year (which currently ends on

June 30), commencing with the report for the 2022-23 fiscal year due March 31, 2024, and to provide notices of the occurrence of certain enumerated events. The Annual Report and event notices will be filed by the School District with the MSRB through its EMMA website. The specific nature of the information to be contained in the Annual Report and in the event notices is described in Appendix E – “Form of Continuing Disclosure Certificate.” These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2 12(b)(5) (the “Rule”).

A five-year review of compliance with disclosure undertakings for filings required by the School District in connection with its prior undertakings under the Rule indicates that all required filings of SFID No. 2 have been made in connection with prior undertaking under the Rule. However, in connection with the General Obligation Bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District, Election of 2004, Series 2005 (the “SFID No. 1 2005 Bonds”), it was discovered that certain CUSIPs were not linked to the 2017-18 annual report filed on March 13, 2019. The CUSIPs relating to the SFID No. 1 2005 Bonds were linked on April 19, 2021.

The School District has engaged Government Financial Services Joint Powers Authority to assist it in carrying out its continuing disclosure obligations for the general obligation bonds of SFID No. 2.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The School District is not aware of any litigation pending or threatened that (i) questions the political existence of the School District or SFID No. 2, (ii) contests the School District’s ability to receive *ad valorem* property taxes or to collect other revenues or (iii) contests the School District’s ability to issue and retire the Bonds.

RATING

S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”) has assigned its municipal bond rating of “_” to the Bonds. Such rating reflects only the views of S&P, and an explanation of the significance of such rating may be obtained from S&P. S&P may have obtained and considered information and material which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them.

The rating is not a recommendation to buy, sell or hold the Bonds. There is no assurance that any such rating will continue for any given period of time or that any such rating will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of the rating agency, circumstances so warrant. The School District has not undertaken any responsibility to assure the maintenance of the rating or to oppose any such revision or withdrawal. Any such downward revision or withdrawal of any such rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

Following a competitive sale process, the Bonds will be purchased by _____. (the “Underwriter”) pursuant to a bond purchase agreement (the “Bond Purchase Agreement”). The Underwriter has agreed to purchase the Bonds at a price of \$ _____, which equals the par amount of the Bonds (\$ _____), plus net original issue premium (\$ _____), and less underwriter’s discount (\$ _____). The purchase contract relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased) and provides that the Underwriter’s obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel. The Underwriter

may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

ADDITIONAL INFORMATION

The discussions herein about the Paying Agent Agreement and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Bonds will be on file at the offices of the Paying Agent in Sacramento, California.

References are also made herein to certain documents and reports relating to the School District and SFID No. 2; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the School District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the School District and the purchasers or Beneficial Owners of any of the Bonds.

AUTHORIZATION

The execution and delivery of this Official Statement have been duly authorized by the School District on behalf of SFID No. 2.

RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____
Katherine Wright
Superintendent

**APPENDIX A
THE SCHOOL DISTRICT
GENERAL AND FINANCIAL INFORMATION**

The information in this Appendix concerning the operations of the School District and its finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the School District. The Bonds are payable from the proceeds of an ad valorem property tax, approved by the voters of residing within the boundaries of SFID No. 2, pursuant to applicable laws and State Constitutional requirements, and required to be levied by the Counties on all taxable property in SFID No. 2 in an amount sufficient for the timely payment of principal of and interest on the Bonds.

SCHOOL DISTRICT INFORMATION

Introduction

The School District is a political subdivision of the State located in the Counties. Encompassing approximately 500 square miles, the School District serves a population of approximately 1,786 people residing in the cities of Rio Vista and Isleton, the communities of Birds Landing, Locke, Ryde, Walnut Grove, Hood, Courtland and Clarksburg, and other unincorporated portions of the Counties.

The School District provides education to approximately ____ students in transitional kindergarten through twelfth grade as well as students in adult education. The School District operates four elementary schools, two middle schools, two comprehensive high schools, an alternative high school/elementary school, a continuation high school, a preschool, and an adult education program.

Governing Board

The School District is governed by a seven-member School Board, each member of which is elected to a four-year term. Elections for positions to the School Board are held every two years, alternating between three and four available positions. Current members of the School Board, their offices, and the expiration of their terms of office are shown below.

**RIVER DELTA UNIFIED SCHOOL DISTRICT
Board of Trustees**

<u>Name</u>	<u>Office</u>	<u>Term Expires (November)</u>
Marcial Lamera	President	2026
Jennifer Stone	Vice President	2026
Randall Jelly	Clerk	2024
Wanda Apel	Trustee	2024
Rafaela Casillas	Trustee	2026
Dan Mahoney	Trustee	2026
Marilyn Riley	Trustee	2024

Superintendent and Administrative Personnel

The Superintendent of the School District is appointed by and reports to the School Board. The Superintendent is responsible for management of the School District’s day-to-day operations and supervises the work of other School District administrators.

Katherine Wright, Superintendent. Ms. Wright joined the School District in 2016. Prior to her appointment as Superintendent in 2019, Ms. Wright was Director of Educational Services for the School District. In previous leadership roles at the School Unified, she has served as Director of Curriculum, Director of GATE Programs, Director of English Learners, Coordinator of Secondary Education and as Principal of Isleton Elementary School. She also previously served as a School Improvement Facilitator for WestEd, primarily as a School Improvement Grant (SIG) implementation and leadership coach working with Stockton Unified School District.

Tammy Busch, Assistant Superintendent of Business Services. Ms. Busch joined the School District in 2021. She has served as a chief business official and an assistant superintendent of business services for over 11 years. Ms. Busch has also been employed as a classroom teacher, administrator, and Director of Educational Services. She has over 28 years of service working for public agencies, with 20 of those years being in education.

Employees

The following table sets forth the School District’s historical full-time equivalent employees in all categories for fiscal years 2019-20 through 2021-22, as well as the estimated actual and budgeted full-time equivalent employees for fiscal year 2022-23 and 2023-24, respectively. These employees, except management and some part-time employees, are represented by the two bargaining units noted below.

RIVER DELTA UNIFIED SCHOOL DISTRICT School District Employees

Year	Certificated	Classified	Management and Confidential	Total
2019-20				
2020-21				
2021-22				
2022-23 ⁽¹⁾	123.3	90.4	23.6	237.3
2023-24 ⁽²⁾	127.0	93.0	25.6	245.6

⁽¹⁾ Estimated actuals 2022-23.

⁽²⁾ Adopted budget 2023-24.

Source: River Delta Unified School District.

Employee Relations

State law provides that employees of public school districts of the State are to be divided into appropriate bargaining units, which then are to be represented by an exclusive bargaining agent. The School District has two recognized bargaining agents representing its non-management employees. The River Delta Unified Teachers’ Association (“RDUTA”) is the exclusive bargaining unit for the non-management, certificated employees of the District. The California School Employees Association, Chapter 319 (“CSEA”) is the exclusive bargaining unit for the District’s non-management, classified employees. In 2022-23, the District settled negotiations with RDUTA and CSEA for fiscal years 2021-22 and 2022-23. Increases in benefits, salary, and other amounts, as a result of the negotiations, are included in the District’s estimated actual activity for fiscal year 2022-23.

Retirement System

The information set forth below regarding the STRS and PERS programs, other than the information provided by the School District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not be construed as a representation by either the School District or the Underwriter.

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System ("STRS") and classified employees are members of the Public Employees' Retirement System ("PERS").

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teacher's Retirement Law. STRS is funded through a combination of investment earnings and statutorily set contributions from employee plan members, the School District and the State. Both active plan members and the School District are required to contribute at a statutorily established rate.

Historically, employee, employer, and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the statutory contributions were significantly less than the actuarially required amounts. As a result, and due in part to investment losses, the STRS defined benefit program showed an estimated unfunded actuarial obligation of approximately \$88.6 billion as of June 30, 2022 (the date of the last actuarial valuation). Compared to the previous valuation, the unfunded actuarial obligation decreased in part due to greater than expected investment returns, salary increases less than assumed, additional state contributions, and contributions to pay down the unfunded actuarial obligation under the STRS Board's valuation policy.

In June 2014, the Governor signed into law Assembly Bill 1469 ("AB 1469"), which represented a legislative effort to address the unfunded liabilities with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 by requiring increased State, employer, and member contributions to the Teachers' Retirement Fund in order to eliminate such unfunded actuarial obligation by June 30, 2046.

Pursuant to AB 1469, starting July 1, 2014, the employee contribution rates increased over a three-year phase-in period. Effective July 1, 2016, STRS members hired prior to January 1, 2013 contribute a statutorily fixed percentage of 10.250% of pay. For STRS members hired after January 1, 2013, a base rate ("Normal Cost Rate") is calculated equal to one-half of the normal cost rate of benefits, rounded to the nearest quarter of one percent. This Normal Cost Rate will not be adjusted if the increase or decrease in such rate is less than 1% of creditable compensation since the last adjustment. For fiscal year 2023-24, STRS members hired after January 1, 2013 will continue to contribute 10.205% of pay.

Pursuant to AB 1469, K-14 school districts' contribution rates increased over a seven-year phase-in period through fiscal year 2020-21. For fiscal year 2021-22 and each fiscal year thereafter, the Teachers' Retirement Board shall increase or decrease the percentages paid by school districts from the percentage paid during the prior fiscal year to reflect the contribution required to eliminate by June 30, 2046, the remaining unfunded actuarial obligation with respect to service credited to members before July 1, 2014, as determined by the Teachers' Retirement Board based upon a recommendation from its actuary. The effective employer contribution rate was 19.10% in fiscal year 2022-23 and is 18.48% for fiscal year 2023-24.

The 2020–21 state budget re-directed the supplemental payment paid by the state on behalf of employers as part of the 2019–20 state budget. The supplemental payment was used to reduce the contribution rate for employers by 1.03% of payroll in 2019–20, 2.95% of payroll in 2020–21 and 2.18% of payroll in 2021–22. Accordingly, the employer contribution rate set by the STRS Board at 19.10% for fiscal year 2021-22 was reduced to 16.92%. See table below titled “Retirement Contributions for Fiscal Year 2021-22” and Appendix B – “Audited Financial Statements of the School District for Fiscal Year Ended June 30, 2022.”

The State’s contribution to STRS reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the Teachers’ Retirement Board is required, with certain limitations, to increase or decrease the State’s contribution rates to reflect its contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect on July 1, 1990. For fiscal year 2023-24, the State’s contribution rate is 7.828%. In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Maintenance Account (the “SBMA”), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance. As a result, the total State contribution for the Defined Benefit Program for fiscal year 2023-24 is 10.328%.

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. The School District is part of the School Employer Pool, a “cost-sharing” pool for school employers within PERS. With the enactment of the California Public Employees’ Pension Reform Act (“PEPRA”) (see “California Public Employees’ Pension Reform Act of 2013” herein), a member who joined PERS (a) prior to January 1, 2013 but was hired by a different PERS employer on or after January 1, 2013 following a break in service of more than six months, (b) for the first time on or after January 1, 2013 and has no prior membership in another California public retirement system, or (c) for the first time on or after January 1, 2013, and who was a member of another California public retirement system, but who is not subject to reciprocity upon joining PERS is considered a PEPRA member. PERS members who are not PEPRA members are considered Classic members. PEPRA members are required to contribute at least 50% of the total normal cost rate of their pension benefit. PEPRA contains a provision that provides when the total normal cost rate changes by more than 1% of payroll, the member contribution rate must be adjusted to half of the new normal cost rate. For fiscal year 2023-24, the total normal cost rate for PEPRA school members has not changed by more than 1% of payroll since the last member rate adjustment. As a result, for the 2023-24 fiscal year, PEPRA members will continue to contribute 8.0% of their salaries. Active plan members enrolled in PERS as Classic members are required by statute to contribute 7.0% of their salaries.

The School District is required to contribute an actuarially determined rate, which is 26.68% of eligible salary expenditures in fiscal year 2032-24, an increase from 25.37% in the prior fiscal year. One actuarial valuation is performed for those employers participating in the pool, and the same contribution rate applies to each participant.

Similar to STRS, PERS has experienced an unfunded liability in recent years. The PERS unfunded accrual liability was approximately \$37.60 billion as of June 30, 2022 (the date of the last actuarial valuation). From June 30, 2021 to June 30, 2022 the funded ratio for the School Employer Pool decreased by 10.4%. This decrease in the funded ratio was due in part to investment return in 2021-22 being lower than expected. Since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, ongoing higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2023 valuation.

Among other things, to address the unfunded liability issue, the PERS Board of Administration (the “PERS Board”), in April 2013, approved changes to the PERS amortization and smoothing policy in order to reduce volatility in employer contribution rates. Additionally, in April 2014, the PERS Board established new contribution rates, reflecting changes in actuarial and demographic assumptions, that were implemented for school districts in fiscal year 2016-17. Further, in November 2015, the PERS Board approved a new funding risk mitigation policy to incrementally lower the PERS discount rate in years of good investment returns, help pay down unfunded liability, and to provide greater predictability and less volatility in contribution rates for employers. The PERS Board, in December 2016 voted to lower its discount rate from 7.5% to 7.0% by fiscal year 2020-21. Subsequently, since the preliminary returns on investment as of July 12, 2021 exceeded the prior 7.0% discount rate, pursuant to the PERS Funding Risk Mitigation Policy, the discount rate was automatically reduced by 0.2% to 6.8%. The goal for the new rates is to eliminate the unfunded liability in approximately 30 years.

School District Contributions. The School District’s retirement contributions for the fiscal year ended June 30, 2022, are as follows:

**RIVER DELTA UNIFIED SCHOOL DISTRICT
Retirement Contributions for Fiscal Year 2021-22**

	Total Employer Contributions	School District’s Fiscal Year 2021-22 Covered Payroll	Employer Contribution as a Percentage of Covered Payroll
STRS	\$1,488,748	\$7,424,000	19.10%*
PERS	1,065,374	4,044,000	22.91

*The District’s net STRS contribution rate for Fiscal Year 2021-22 was 16.92%. The original employer contribution rate of 19.10% was reduced by 2.18% to be paid on behalf of employers pursuant to SB 90. See District’s Audited Financial Statements for more information.

Source: River Delta Unified School District, Audited Financial Statements for Fiscal Year 2021-2022

For the 2022-23 Fiscal Year the School District made estimated actual contributions of \$1,852,914 for STRS (reflecting a contribution rate of 19.10% of annual payroll) and \$1,193,916 for PERS (reflecting a contribution rate of 25.37% of annual payroll).

State Pension Trusts. Both STRS and PERS issue a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from both STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS from their most recently released reports.

FUNDED STATUS
STRS (Defined Benefit Program) and PERS (Schools Plan)
(Dollar Amounts in Millions)⁽¹⁾

Plan	Accrued Liability	Value of Trust Assets	Unfunded Liability
Public Employees Retirement Fund (PERS) School Plan	\$116,982 ⁽²⁾	\$79,386 ⁽³⁾	\$37,596
State Teachers' Retirement Fund (STRS) Defined Benefit Program	346,089 ⁽⁴⁾	257,537 ⁽⁵⁾	88,552

⁽¹⁾ Amounts may not add due to rounding.

⁽²⁾ June 30, 2022 Valuation Date.

⁽³⁾ Reflects market value of assets as of June 30, 2022.

⁽⁴⁾ June 30, 2022 Valuation Date.

⁽⁵⁾ Reflects actuarial value of assets as of June 30, 2022.

Source: CalPERS Schools Pool Actuarial Valuation as of June 30, 2022; STRS Defined Benefit Program Actuarial Valuation dated June 30, 2022.

Unlike PERS, STRS contribution rates for participant employers, employees and the State are set by statute and do not vary from year-to-year based on actuarial valuations. Moreover, the employee and employer contributions rates prior to Fiscal Year 2014-15 had been long fixed at 8% and 8.25% of salaries. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS had increased significantly. However, AB 1469, as discussed above, in an effort to address the unfunded liabilities of the STRS pension plan, requires increased contributions in order to eliminate the unfunded actuarial obligation of the Defined Benefit Program by June 30, 2046. Employee contributions and eligibility for retirement vary depending on whether such employee was hired on or after January 1, 2013.

California Public Employees' Pension Reform Act of 2013. PEPRAs was signed into law by the Governor on September 12, 2012. PEPRAs impacts to the STRS and PERS program included (i) an increase in the retirement age for public employees depending on job function, (ii) a cap on the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) a requirement for public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits, and (iv) a requirement for final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months. PEPRAs provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date. Existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRAs through collective bargaining.

The School District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRAs, as a result of negotiations with its employee bargaining units, and/or as a result of any legislative or administrative changes that may be adopted in the future regarding employer contributions to PERS and STRS. The School District cannot predict whether any projected savings by PERS' and STRS' actuaries will be realized by the School District. The School District can provide no assurances that the School District's required contributions to PERS will not increase in the future.

The general market decline caused in part by the COVID-19 pandemic has resulted in losses for the investments held in the PERS and STRS portfolios. Such investment losses may result in increases in the School District's required contributions to PERS and STRS in future years. The School District cannot predict the amount of such increase, if any.

Other Post-Employment Benefit Obligations

In addition to the pension benefits described above, the District provides postemployment health care benefits (known as “other postemployment benefits,” or “OPEB”) as part of a single-employer defined benefit plan (the “OPEB Plan”). The OPEB Plan provides health care benefits to employees who retire from the School District on or after the age of 55 with at least 10 years of service up to the age of 65. The School District pays up to \$300 per month for the purchase of health insurance, dental insurance and life insurance by the eligible retiree. The School Board administers the OPEB Plan and has the authority to establish or amend benefit terms offered by the OPEB Plan as contained within the negotiated labor agreements.

The School District participates in the California School Boards Association (“CSBA”) GASB 45 Solutions Program to pre-fund OPEB liabilities. The CSBA GASB 45 Solutions Program is an agent multiple-employer plan consisting of an aggregation of single-employer plans. Public Agency Retirement Services (“PARS”) was appointed as administrator for the CSBA GASB 45 Solutions Program, and U.S. Bank was appointed as trustee. The CSBA GASB 45 Solutions Program serves as a qualified irrevocable trust for the accumulation of assets of member districts, to ensure that funds are dedicated to service the needs of employees and retirees. The School District’s contributions to the irrevocable trust established by the CSBA GASB 45 Solutions Program is included in the Public Agencies Post-Employment Benefits Trust financial statements.

As of June 30, 2022, there were 292 participants in the OPEB Plan, including 231 active employees and 61 inactive employees, covered spouses, or beneficiaries receiving benefit payments.

The School District accounts for its pension costs and obligations pursuant to GASB *Statement No. 74 Financial Reporting for Post Employment Benefit Plans Other Than Pension Plans* (“GASB 74”) and *Statement No. 75 Accounting and Financial Reporting for Post Employment Benefits Other Than Pensions* (“GASB 75”). GASB 74 and GASB 75 require a liability for OPEB obligations, known as the net OPEB liability (the “NOL”), to be recognized on the balance sheet of the plan and the participating employer’s financial statements. In addition, an OPEB expense will be recognized on the income statement of the participating employers. In the notes to its financial statements, employers providing OPEB also have to include information regarding the year-to-year change in the NOL and a sensitivity analysis of the NOL to changes in the discount rate and healthcare trend rate. GASB 74 and GASB 75 are directed at quantifying and disclosing OPEB obligations, and do not impose any requirement on public agencies to fund such obligations. The School District engaged Nicolay Consulting Group of San Francisco, California to conduct an actuarial study dated February 16, 2023, providing a valuation of the School District’s OPEB Plan as of June 30, 2021.

According to the School District’s Audited Financial Statements with supplemental information for the fiscal year ended June 30, 2022, its total OPEB liability (the “TOL”) as of June 30, 2022 is \$10,034,819. The School District’s fiduciary net position as of June 30, 2022, was \$1,185,524, leaving an NOL of \$8,849,295.

Every year, active employees earn additional future benefits, an amount known as the “service cost,” which is added to the NOL. The service cost in fiscal year 2021-22 was \$299,474. The service cost increases each year based on covered payroll. OPEB expense, the amount recognized in accrual basis financial statements as the current period expense, includes the service cost, interest and certain changes in the NOL, adjusted to reflect deferred inflows and outflows. The School District’s OPEB expense in fiscal year 2021-22 was \$868,214.

The School District funds its OPEB liability on a “pay-as-you go” basis. The School District’s contribution to the OPEB Plan was \$232,625 in fiscal year 2021-22, and estimated actual contribution was \$ _____ in fiscal year 2022-23.

Joint Powers Authority and Risk Management

The School District is a member of the following joint powers authorities: Schools Insurance Authority (“SIA”) and Government Financial Services Joint Powers Authority (“GFSJPA” and together with SIA, the “JPAs”).

The School District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. SIA arranges for and provides property, liability, worker’s compensation, dental and vision insurance coverage for its members. Settled claims resulting from these risks have not exceed commercial insurance coverage in any of the past three fiscal years. There have been no significant reductions in insurance coverage from 2020-21.

The School District records an estimated liability for indemnity torts and other claims against the School District for the workers’ compensation program. Claims liabilities are based on estimates of the ultimate cost of reported claims (including future claim adjustment expenses) and an estimate for claims incurred, but not reported based on historical experience. The School District’s continuing obligation is estimated at \$ _____, and is based upon its actuarial report as of June 30, 2022.

GFSJPA provides financial consulting services to member agencies and other public entities.

The relationship between the District and the JPAs is such that it is not a component unit of the School District for financial reporting purposes. The JPAs have budgeting and financial reporting requirements independent of member units, and their financial statements are not presented in the School District’s financial statements; however, to the extent of any fund transactions between the JPAs and the School District, such fund transactions are included in the School District’s financial statements.

Cyber Security

The School District’s computer hardware and software systems, along with the data it collects, processes, and maintains, are critical for the School District’s ability to carry out its educational and operational functions. Such systems and data are at risk of cyber security threats from time to time. The School District is not aware of any major cyber security attacks or breaches of its systems and data during the last five years. To protect itself from cyber security attacks and breaches, the School District has implemented a multifactor authentication system and passphrases are changed automatically from time to time. Additionally, the School District receives training and support from _____. The School District maintains insurance with _____ that includes cyber security coverage. As a result of the School District’s trainings and steps it has taken to protect its computer systems and data, the School District expects that any disruptions caused by a cyber attack or breach would be temporary. The School District can make no assurances that a future cyber attack or breach or attempted cyber attack or breach would not compromise private, protected, personal information that the School District collects, processes, and maintains or cause a disruption to School District operations.

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SCHOOL DISTRICT FINANCIAL INFORMATION

School District Financial Statements

The School District’s Audited Financial Statements with supplemental information for the fiscal year ended June 30, 2022, and the related statements of activities and cash flows for the year then ended, and the report dated February 28, 2023 of Crowe LLP, Sacramento, California (the “Auditor”) are included in this Official Statement as Appendix B. The financial statements should be read in their entirety. The information set forth herein does not purport to be a summary of the School District’s financial statements.

In connection with the inclusion of the financial statements and the report of the Auditor thereon in Appendix B to this Official Statement, the School District did not request the Auditor to, and the Auditor has not undertaken to, update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

Accounting Practices

The accounting practices of the School District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

The financial resources of the School District are divided into separate funds for which separate accounts are maintained for recording cash, other resources and all related liabilities, obligations and equities. The major fund classification is the general fund, which accounts for all financial resources not required to be accounted for in another fund. The School District’s fiscal year begins on July 1 and ends on June 30. All governmental funds are accounted for using the modified accrual basis of accounting. Revenue is recognized in the accounting period in which it becomes measurable and available for the current period; and expenditures are recognized in the period in which the liability is incurred, although debt service expenditures are recorded only when payment is due. For more information on the School District’s accounting method, see Appendix B – “Audited Financial Statements of the School District for Fiscal Year Ended June 30, 2022, Note 1 – Summary of Significant Accounting Policies.”

School District Budget

The School District is required by provisions of the California Education Code to maintain each year a balanced budget in which the sum of expenditures plus the ending fund balance for each year cannot exceed the revenues plus the carry-over fund balance from the previous year. The California State Department of Education imposes a uniform budgeting format for each school district in the State. The budget is subject to review and approval by the County Superintendent of Schools. The County Superintendent examines the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identifies technical corrections necessary to bring the budget into compliance, determines if the budget allows the school district to meet its current obligations and determines if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. The County Superintendent will approve, conditionally approve, or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. In the past ten years, the School District has never had an adopted budget disapproved by the County Superintendent.

Pursuant to State law, the School District adopted on June 27, 2023, a fiscal line-item budget setting forth revenues and expenditures so that appropriations during Fiscal Year 2023-24 will not exceed the sum of revenues plus beginning fund balance.

Interim Reports on Financial and Budgetary Status

Every school district is required to file two interim certifications with the County Superintendent (the first on December 15 for the period ended October 31 and the second by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certifications and issues either a positive, negative, or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the fiscal year or subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A school district that receives a qualified or negative certification may not issue tax and revenue anticipation notes or certificates of participation without approval by the County Superintendent in that fiscal year or in the next succeeding year.

The filing status for each of the School District’s interim reports for the previous five fiscal years and the current fiscal year appears in the following table.

**RIVER DELTA UNIFIED SCHOOL DISTRICT
Certifications of Interim Financial Reports**

<u>Fiscal Year</u>	<u>First Interim</u>	<u>Second Interim</u>
2018-19	Positive	Positive
2019-20	Positive	Positive
2020-21	Positive	Positive
2021-22	Positive	Positive
2022-23	Positive	Positive

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Comparative Financial Statements

The following table sets forth the District's audited General Fund balance sheet data for fiscal years 2017-18 through 2021-22.

RIVER DELTA UNIFIED SCHOOL DISTRICT General Fund Balance Sheet

	2017-18 Audited	2018-19 Audited	2019-20 Audited	2020-21 Audited	2021-22 Audited
Assets					
Cash and Investments	\$6,360,383	\$7,085,202	\$5,872,510	\$7,141,285	\$12,081,378
Receivables	873,048	1,317,514	2,166,166	3,223,169	2,464,433
Due from Other Funds	82,875	124,129	133,194	2,327	15,053
Total Assets	\$7,316,306	\$8,526,845	\$8,171,170	\$10,366,781	\$14,560,864
Liabilities and Fund Balances					
Accounts Payable	\$1,032,990	\$1,637,615	\$1,059,283	\$1,215,071	\$962,774
Due to Other Funds	138,178	143,901	333,476	75,000	211,675
Unearned Revenue	213,117	34,640	133,972	676,486	1,398,353
Total Liabilities	\$1,384,285	\$1,816,156	\$1,526,731	\$1,966,557	\$2,572,802
Fund Balances					
Nonspendable	\$15,001	\$15,000	\$15,000	\$0	\$14,983
Restricted	726,556	955,689	1,036,397	1,676,390	2,365,170
Assigned	3,559,487	3,657,033	2,143,411	55,564	40,752
Unassigned	1,630,977	2,082,967	3,450,331	6,668,270	9,567,157
Total Fund Balances	\$5,932,021	\$6,710,689	\$6,645,139	\$8,400,224	\$11,988,062
Total Liabilities and Fund Balances	\$7,316,306	\$8,526,845	\$8,171,870	\$10,366,781	\$14,560,864

Source: River Delta Unified School District

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The following table sets forth the School District’s audited General Fund activity for fiscal years 2019-20 through 2021-22, estimated actual activity for fiscal year 2022-23, and for fiscal year 2023-24 as of the adopted budget.

RIVER DELTA UNIFIED SCHOOL DISTRICT
General Fund Activity for
Fiscal Years 2019-20 through 2021-22 (Audited), Fiscal Year 2022-23 (Estimated Actual), and
Fiscal Year 2023-24 (Adopted Budget)

	2019-20 Audited	2020-21 Audited	2021-22 Audited	2022-23 Estimated Actual	2023-24 Adopted Budget
Beginning Balance, GAAP Basis	\$6,710,689	\$6,645,139	\$8,400,224	\$11,988,062	\$16,672,483
Audit Restatement ⁽¹⁾	--	164,473	--	--	--
Reserve – Fund 17 ⁽²⁾	--	--	--	40,753	41,153
Adjusted Beginning Balance	\$6,710,689	\$6,809,612	\$8,400,224	\$11,947,309	\$16,631,330
Revenues					
Local Control Funding Formula	\$19,689,411	\$18,818,359	\$21,335,151	\$23,360,842	\$24,187,648
Federal Revenues	885,113	2,011,067	1,460,317	5,000,711	4,464,003
Other State Revenues	2,339,467	3,083,338	3,744,862	7,109,540	3,133,115
Other Local Revenues	1,764,673	1,748,888	1,671,171	1,245,075	1,163,273
Total Revenues	\$24,678,664	\$25,661,652	\$28,211,501	\$36,716,169	\$32,948,038
Expenditures					
Certificated Salaries	\$9,633,567	\$9,554,267	\$9,864,790	\$10,759,073	\$12,521,429
Classified Salaries	4,027,106	3,708,814	4,493,566	4,570,259	4,950,642
Employee Benefits	5,574,222	5,165,261	5,562,319	6,548,704	7,045,772
Books and Supplies	1,248,612	1,598,789	973,098	4,708,118	5,306,366
Services/Other Operating Exp.	3,538,686	3,416,246	3,298,496	4,503,982	5,174,719
Capital Outlay	361,437	366,753	161,526	161,680	1,941,174
Other Outgo	63,796	67,938	70,919	60,932	34,878
Total Expenditures	\$24,447,426	\$23,878,068	\$24,424,714	\$31,312,748	\$36,974,981
Total Other Financing Sources	(\$296,788)	(\$192,972)	(\$198,949)	(\$719,399)	\$0
Net Increase (Decrease)	(\$65,550)	\$1,590,612	\$3,587,838	\$4,684,021	(\$4,026,942)
Ending Balance	\$6,645,139	\$8,400,224	\$11,988,062	\$16,631,330	\$12,604,388
Reserve – Fund 17 ⁽¹⁾	--	--	--	41,153	41,153
Ending Balance, GAAP Basis	\$6,645,139	\$8,400,224	\$11,988,062	\$16,672,483	\$12,645,541

⁽¹⁾ The School District implemented Governmental Accounting Standards Board (GASB) Statement No. 84, Fiduciary Activities, resulting in a restatement of the beginning general fund balance in fiscal year 2020-21 totaling \$164,473.

⁽²⁾ The School District has implemented Government Accounting Standard Board Statement No. 54, Fund Balance Reporting and Government Type Definitions (“GASB 54”), the effect of which was to reclassify and restate the School District’s Special Reserve for Other than Capital Outlay Projects (Fund 17) within the General Fund. However, the School District’s internal reporting, including the fiscal year 2022-23 estimated actual and 2023-24 Adopted Budget, does not reflect the implementation of GASB 54, and therefore does not include activity within the Special Reserve Fund (Fund 17).

Note: Figures may not total due to rounding.

COVID-19 Funding

The School District has been allocated over \$10 million in emergency federal funding and approximately \$_____ in emergency State funding in connection with the COVID-19 pandemic. The School District received approximately \$_____ in fiscal year 2019-20, approximately \$1,700,000 in fiscal year 2020-21, approximately \$4,479,392 in fiscal year 2021-22, approximately \$1,761,729 in fiscal year 2022-23 (estimated actual), and has budgeted approximately \$3,300,791 for fiscal year 2023-24. The District spent approximately \$_____ in fiscal year 2019-20, approximately \$_____ in fiscal year 2020-21, and approximately \$_____ in fiscal year 2021-22 on various COVID-19-related expenditures including _____.

Cap on School District Reserves

State regulations require school districts to budget a reserve for economic uncertainties. The recommended minimum amounts vary from 1% to 5% of total expenditures and other financing uses, depending on the district's average daily attendance. SB 858, adopted in June 2014, modified the law as it relates to ending fund balances for school districts. First, beginning in 2015–16, a school district that proposes to adopt or revise a budget that includes an ending fund balance that is two to three times higher (depending on whether a school district's average daily attendance exceeds 400,000 students) than the State's minimum recommended reserve for economic uncertainties must substantiate the need for the higher balance. Second, in a year immediately following a deposit into the Public School System Stabilization Account (Proposition 98 Rainy Day Fund) established in the State General Fund (see "Constitutional and Statutory Provisions Affecting District Revenues and Appropriations – Propositions 98 and 111 – Minimum Funding Guarantee," below), a school district's adopted or revised budget may not contain an ending fund balance higher than two to three times higher (depending on whether a school district's average daily attendance exceeds 400,000 students) than the State's minimum recommended reserve for economic uncertainties. A county superintendent could waive the prohibition, pursuant to specified conditions, for up to two consecutive years within a three-year period.

The requirements relating to ending fund balances for school districts established by SB 858 were further modified by SB 751, adopted in October 2017. Under SB 751, in a fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds 3% of the combined total of General Fund revenues appropriated for school district and allocated local tax proceeds for that fiscal year, a school district budget that is adopted or revised must not contain a combined assigned or unassigned ending General Fund balance that is in excess of 10% of such funds. Similar to SB 858, under certain circumstances, a county superintendent may grant an exemption from the ending fund balance requirements of SB 751. SB 751 does not apply to basic aid school districts (i.e., funded only with local property taxes and no general purpose state aid) and small school districts (average daily attendance of fewer than 2,501 students) such as the School District.

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The Public School System Stabilization Account appears to be intended to provide a substitute for local reserves in the event of a future economic downturn. However, there is no linkage between the sizes of the State and local reserves. The School District is unable to predict what the effect on its budget will be following implementation of these rules.

The 2023-24 State Budget includes 2021-22, 2022-23, and 2023-24 payments of approximately \$4.8 billion, \$1.8 billion, and \$902 million, respectively, into the Public School System Stabilization Account, for a balance of more than \$10.8 billion at the end of 2023-24. (See "2023-24 Adopted State Budget.") Under SB 751, there is a cap of 10% on school district reserves in fiscal years immediately

succeeding those in which the balance in the Public School System Stabilization Account is equal to or greater than three percent of the total K-12 share of the Proposition 98 guaranteed minimum funding. The balance of \$9.9 billion in 2022-23 triggered school district reserve caps beginning in 2023-24.

Sources of Funding for Operations

Funding for the School District’s operations is provided by a mix of (1) local property taxes; (2) State apportionments of general purpose and restricted purpose funds; (3) federal government grants; (4) development impact fees; (5) lottery funds; and (6) miscellaneous other revenues.

Property Taxes. Under current law, local agencies are not permitted to levy directly any property tax (except *ad valorem* taxes to pay debt service on voter-approved bonds and voter-approved non-*ad-valorem* property taxes for limited purposes). Instead, general purpose *ad valorem* property taxes are automatically levied by each county at the maximum 1% property tax rate permitted by Proposition 13, and property tax revenue is distributed by the county among all the local government taxing agencies (including school districts) within the county according to a statutory formula. See “School District Financial Information – Property Taxes,” below.

State Funding. Local Control Funding Formula. Beginning in Fiscal Year 2013-14, the bulk of apportionments of State funding to school districts for general purposes have been allocated pursuant to a system referred to as the “Local Control Funding Formula” (“LCFF”). Under LCFF, revenue limits and most State-mandated categorical programs were eliminated. Instead, a locally-controlled system has been implemented whereby school districts receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. Now, apportionment to school districts are made on the basis of uniform, target base rates per unit of average daily attendance for each of four grade spans, subject to several adjustments, as described below. The annual State general purpose apportionment received by a school district represents the difference between such district’s total general purpose allocation and its share of the general purpose local property tax distributed to it by the county. Basic aid school districts, which have property tax revenues which exceed their entitlement under the LCFF are entitled to keep such excess local property tax revenues.

The LCFF includes the following components:

- A base grant for each local education agency per unit of average daily attendance, which varies with respect to different grade spans. The base grant funding by grade span for fiscal year 2022-23 is set forth in the table below. The base rates for grades K-3 and 9-12 are increased (see table below), to cover the costs of class size reduction in the early grades and to support college and career readiness programs in high schools. These target base rates are to be updated each year for cost-of-living adjustments (“COLAs”).

Grade Span	2021-22 Base Grant per ADA	Base Grant Adjustment	2022-23 COLA (6.56%) ⁽²⁾	Grade Span Adjustments ⁽¹⁾	2022-23 Base Grant/ Adjusted Base Grant per ADA
TK/K-3	\$8,093	\$542	\$531	\$953	\$10,119
4-6	8,215	550	539	n/a	9,304
7-8	8,458	567	555	n/a	9,580
9-12	9,802	657	643	289	11,391

(1) K-3 adjustment is 10.4% for class size reduction; 9-12 adjustment is 2.6% for career technical education.

(2) In addition to statutory COLA, Assembly Bill 181 (Chapter 52, Statutes of 2022) authorized LCFF base grant adjustments effective fiscal year 2022–23.

Source: California Department of Education – Funding Rates and Information, Fiscal Year 2022-23

- The LCFF provides a supplemental grant to school districts based on the three-year average of enrollment of students of limited English proficiency (“EL”), students from low-income families that are eligible for free or reduced priced meals (“FRPM”), and foster youth. Students who are in more than one category are counted only once. Under the formula, each qualifying student generates an additional 20% of the student’s adjusted grade-span base grant multiplied by the unduplicated percentage of EL, FRPM, and foster youth pupils.

- School districts whose qualifying student populations (i.e., EL, FRPM, and foster youth pupils) exceed 55% of their total enrollment will receive an additional “concentration” grant equal to 65% of the applicable adjusted base rate multiplied by the percentage of such district’s qualifying student enrollment above the 55% threshold.

- Funds for two existing categorical programs — the Targeted Instructional Improvement Block Grant and the Home-to-School Transportation program — are treated as add-ons to the LCFF. Districts that received funding from these programs in 2012–13 will continue to receive that same amount of funding in addition to what the LCFF provides each year.

- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

- Commencing with fiscal year 2022-23, school districts will receive an add-on for costs related to implement a ratio of one adult for every 12 pupils in transitional kindergarten classrooms.

The LCFF was implemented for fiscal year 2013-14 and was phased in over a multi-year period. School districts received annual funding increases based on the difference between their respective prior-year funding level and the target LCFF allocation at full implementation. In each year, every school district had the same proportion of its gap closed. The 2018-19 State budget fully funded the LCFF gap for school districts two years earlier than originally scheduled, allowing the school districts to reach their LCFF target level.

The LCFF includes a “hold harmless” provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in average daily attendance or cost of living adjustments. The LCFF also includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts are required to develop and adopt local control and accountability plans (“LCAP”), which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the school districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the 2013-14 State budget created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

To alleviate the impact of the COVID-19 pandemic, SB 117 provided that, for school districts that complied with State requirements, only attendance during full school months from July 1, 2019, to and including February 29, 2020, was reported for apportionment purposes for fiscal year 2019-20. The State budget for fiscal year 2020-21 provided that average daily attendance for fiscal year 2020-21 was based on

the 2019-20 year. While the State budget for fiscal year 2021-22 did not include an extension of the average daily attendance hold-harmless provision, school districts with enrollment declines in fiscal year 2021-22 retained the ability to receive their apportionment based on the higher of their fiscal year 2019-20 or fiscal year 2020-21 average daily attendance as provided under LCFF. Additionally, the State budget for fiscal year 2022-23 amended the LCFF calculation to consider the greater of a school district’s current year, prior year, or the average of three prior years’ average daily attendance. This formula change helps school districts with significant declining enrollment better serve remaining students.

The School District provided in-person instruction for the 2022-23 school year with an option for parents to enroll students in an independent study program. The School District is unable to predict the cost of implementing the State’s guidelines to reopen school campuses, whether new proposals will be enacted or in what form they may take, or whether any new requirements related to reducing the spread of COVID-19 will materially impact the School District’s finances or operations.

The following table shows a breakdown of the School District’s fiscal years 2019-20 through 2022-2023, and budgeted for fiscal year 2023-24 average daily attendance by grade span, funded average daily attendance, total enrollment, and the percentage of students classified as English learners, low-income, of foster youth (“unduplicated”). However, as a result of the ongoing outbreak of COVID-19, School District enrollment and average daily attendance may be affected. See “Disclosure Relating to Coronavirus” above.

RIVER DELTA UNIFIED SCHOOL DISTRICT
ADA by Grade Span, Total Enrollment, and Unduplicated Enrollment
Fiscal Years 2019-20 through 2023-24

Fiscal Year	TK/K-3	4-6	7-8	Elementary Special Education	9-12	Secondary Special Education	Total District ADA	Funded LCFF District ADA	Total District Enrollment	% Unduplicated Enrollment ⁽⁴⁾
2019-20 ⁽¹⁾	468	359	344	3	680	2	1,856	1,881.77	1,973	62.36%
2020-21 ⁽²⁾				See footnote (2) below				1,863.62	1,874	59.85
2021-22 ⁽¹⁾	416	308	306	1	617	1	1,649	1,857.23	1,852	58.58
2022-23 ⁽³⁾	426	305	278	1	596	4	1,611	1,791.31	1,786	61.29
2023-24 ⁽³⁾	431	309	280	1	590	4	1,615	1,708.54	1,756	62.39

⁽¹⁾ Average daily attendance is from the District’s audited financial statement.

⁽²⁾ The State Budget Act of 2020 provided a hold-harmless clause for calculating LCFF funding for fiscal year 2020–21 by allowing 2020–21 funding to be based on 2019–20 average daily attendance.

⁽³⁾ Budgeted.

⁽⁴⁾ The percentage is calculated on the basis of the average of the current fiscal year and the prior two fiscal years.

Note: Total may not foot due to rounding.

Source: River Delta Unified School District

Restricted Purpose Revenue. Other State revenues allocated to school districts are restricted by the Legislature to particular uses (categorical programs). The LCFF eliminates approximately three-quarters of categorical programs. Under the new system, several categorical programs remain outside the LCFF, including special education, after school safety and education programs, nutrition, and State preschool.

Propositions 30 and 55. School districts in California have faced numerous challenges over the past several years due to financial difficulties at the State level. This has resulted in budget cuts and payment deferrals to school districts. On November 6, 2012, the Governor placed a measure on the ballot known as “Proposition 30” or the “November Tax Initiative,” which asked California voters to increase State sales tax and raise income taxes on certain high income individuals, as well as taxes on gross receipts of retailers and certain excise taxes, in order to generate additional revenues at the State level. The moneys raised were applied to address State budget shortfalls and help fund educational programs. In particular, revenues generated pursuant to Proposition 30 increased school and community college district funding and paid

expenses owed from previous years. The California Children’s Education and Health Care Protection Act of 2016, also known as Proposition 55, is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends through 2030 the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30. Tax revenue received under Proposition 55 is allocated 89% to K-12 schools and 11% to community colleges. The tax revenues allocated to education as part of the minimum guarantee are deposited into the Education Protection Account (“EPA”), recalculated and distributed quarterly to K-14 school districts (89 percent to K-12 school districts and 11 percent to community college districts) as a continuing appropriation not subject to budget adoption. The funds are distributed in the same manner as existing unrestricted per-student funding. The Proposition 30 tax revenue is included in the Proposition 98 calculation, raising the guarantee by billions each year. Proposition 55 did not extend the sales tax rate increase enacted under Proposition 30.

Lottery. Other State revenues include the California State Lottery (the “Lottery”), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research.

Federal Sources. The federal government provides funding for several School District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Education for Economic Security, and the free and reduced lunch program.

Local Sources. In addition to property taxes, the School District may receive additional local revenues from items such as leases and rentals, interest earnings, transportation fees, interagency services, and other local sources.

Charter Schools

One charter school operates within the boundaries of the School District. Delta Elementary Charter School serves kindergarten through sixth grade with an enrollment of _____ students in fiscal year 2022-23. This charter school is fiscally independent from the School District and is responsible for managing, budgeting, and accounting for its own activities. The financial activities of Delta Elementary Charter School are not included in the School District’s financial statements.

Charter schools may adversely affect school district funding, either by reducing funded enrollment at the school district or, for community-funded school districts, by increasing the in-lieu property tax transfer. Conversely, certain per-pupil expenditures of a school district also decrease based upon the number of students enrolled in the charter schools. Pursuant to Proposition 39, for charter schools having a projected ADA of at least 80 or more students from the school district, school districts are required to provide facilities reasonably equivalent to those provided to school district students.

Short-Term Borrowings

The School District has in the past issued short-term tax and revenue anticipation notes. Proceeds from the issuance of notes by the School District have been used to reduce inter-fund dependency and to provide the School District with greater overall efficiency in the management of its funds.

The School District has no short-term debt outstanding, and there are currently no plans to issue any short-term debt.

Long-Term Debt

A schedule of changes in long-term debt of the District, other than OPEB and pension, for the year ended June 30, 2022 is shown below:

	Balance at July 1, 2021	Additions	Deductions	Balance at June 30, 2022	Due in One Year
Debt					
General Obligation Bonds	\$29,763,650	--	\$973,023	\$28,790,627	\$2,254,566
Accreted Interest	6,021,607	\$672,399	--	6,694,006	--
Unamortized premiums	678,009	--	17,238	660,771	30,889
Lease Obligations	704,364	--	162,147	542,217	171,108
Other long-term liabilities					
Net OPEB liability	6,216,074	2,633,221	--	8,849,295	--
Net pension liability	24,509,000	--	12,754,000	11,755,000	--
Compensated Absences	246,915	4,272	--	251,187	251,187
TOTAL	\$68,139,619	\$3,309,892	\$13,906,408	\$57,543,103	\$2,707,750

Source: River Delta Unified School District, Annual Financial Report, June 30, 2022

General Obligation Bonds

SFID No.1 2004 Authorization. School Facilities Improvement District No. 1 of the River Delta Unified School District (“SFID No. 1”) was established by the School Board on July 20, 2004. On November 2, 2004, more than 55 percent of persons voting on the proposition authorized the issuance of up to \$14.0 million in general obligation bonds of SFID No.1 (the “SFID No. 1 2004 Authorization”). On March 30, 2005, the School District issued General Obligation Bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District, Election of 2004, Series 2005 in the aggregate principal amount of \$8,249,978.70 (the “SFID No.1 2005 Bonds”). On December 28, 2006, the School District issued General Obligation Bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District, Election of 2004, Series 2006 in the aggregate principal amount of \$5,749,993.90 (the “SFID No.1 2006 Bonds”). On November 4, 2014, the School District issued the 2014 General Obligation Refunding Bond of School Facilities Improvement District No. 1 of the River Delta Unified School District in the aggregate principal amount of \$5,550,800 (the “SFID No. 1 2014 Refunding Bond”) to refund a portion of the SFID No. 1 2005 Bonds. There is less than \$30 of SFID No. 1 2004 Authorization remaining.

2020 Authorization. On November 3, 2020, more than 55 percent of persons voting on the proposition authorized the issuance of up to \$45.7 million in general obligation bonds of SFID No.1 (the “SFID No. 1 2020 Authorization”). Pursuant to the SFID No. 1 2020 Authorization, the School District issued the first series of bonds designated as General Obligation Bonds of School Facilities Improvement District No. 1 of the River Delta Unified School District, Election of 2020, Series 2021 in the aggregate principal amount of \$15,300,000 (the “SFID No. 1 2021 Bonds”). Following the issuance of the SFID No. 1 2021 Bonds, \$30,400,000 of the SFID No. 1 2020 Authorization remains.

The following table summarizes the School District’s outstanding general obligation bond indebtedness in connection with SFID No. 1 as of August 1, 2023.

Authorization	Issue	Original Amount	Final Maturity	Outstanding as of August 1, 2023	Debt Service in Fiscal Year 2022-23
Election of 2004	SFID No. 1 2005 Bonds	\$8,249,978.70	08/01/2029	\$454,979.00	--
Refunding	SFID No. 1 2014 Refunding Bond	5,550,800.00	08/01/2025	1,355,279.00	\$685,998.28
Election of 2020	SFID No. 1 2021 Bonds	15,300,000.00	08/01/2049	12,840,000.00	1,899,800.00
				\$14,650,258.00	\$2,585,798.28

SFID No. 2 2004 Authorization. On November 2, 2004, more than 55 percent of persons voting on the proposition authorized the issuance of up to \$9.0 million in general obligation bonds of SFID No. 2 (the “2004 Authorization”). On March 30, 2005, the School District issued General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2004, Series 2005 in the aggregate principal amount of \$3,999,986.95 (the “2005 Bonds”). On December 28, 2006, the School District issued General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2004, Series 2006 in the aggregate principal amount of \$1,699,994.10 (the “2006 Bonds”). On May 28, 2008, the School District issued General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2004, Series 2008 in the aggregate principal amount of \$3,300,014.90 (the “2008 Bonds”). On February 25, 2015, the School District issued the 2015 General Obligation Refunding Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District in the aggregate principal amount of \$3,510,000 (the “2015 Refunding Bond”) to refund a portion of the 2005 Bonds and the 2006 Bonds. There is less than \$10 of authorization remaining from the 2004 Authorization.

2020 Authorization. Pursuant to the 2020 Authorization, the School District issued the first series of bonds designated as General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District, Election of 2020, Series 2021 in the aggregate principal amount of \$4,900,000 (the “2021 Bonds”). Following the issuance of the Bonds, \$10,443,778* of the 2020 Authorization will remain.

The following table summarizes the School District’s outstanding general obligation bond indebtedness in connection with SFID No. 2 as of August 1, 2023. The School District’s Audited Financial Statements with supplemental information for the fiscal year ended June 30, 2022 incorrectly combined the 2005 Bonds and the 2006 Bonds as 2005 Bonds. See Appendix B – “Audited Financial Statements of the School District for Fiscal Year Ended June 30, 2022, Note 5 – Long-Term Liabilities.”

Authorization	Issue	Original Amount	Final Maturity	Outstanding as of August 1, 2023	Debt Service in Fiscal Year 2022-23
Election of 2004	2005 Bonds	\$3,999,986.95	08/01/2029	\$494,987.00	
Election of 2004	2006 Bonds	1,699,994.10	08/01/2031	624,994.00	--
Election of 2004	2008 Bonds	3,300,014.90	08/01/2048	3,300,015.00	--
Refunding	2015 Refunding Bond	3,510,000.00	08/01/2024	522,729.00	\$503,751.28
Election of 2020	2021 Bonds	4,900,000.00	08/01/2050	4,150,000.00	564,112.50
				\$9,092,725.00	\$1,067,863.78

The School District’s Audited Financial Statements. The table of outstanding general obligation debt of the School District in Note 5 of the School District’s Audited Financial Statements with supplemental information for the fiscal year ended June 30, 2022 (1) combined the outstanding par amount of SFID No. 1 2005 Bonds and the 2005 Bonds into one line, totaling \$949,965, but incorrectly stated the total amount of original issue; the School District’s future audit will show a combined amount of original issue of \$12,249,966, and (2) misstated the name and amount of original issue of the Series 2006 Bonds as

* Preliminary, subject to change.

the “Series 2005 Bonds” in the second line of the table; the School District’s future audit will show the Series 2006 Bonds, with an amount of original issue of \$1,699,994.

The School District has not defaulted on the payment of principal of or interest on any of its long-term indebtedness in the past ten years.

Capitalized Lease Obligation

The School District has made use of various capital lease arrangements under agreements that provide for title of items and equipment being leased to pass to the School District upon expiration of the lease period. As of June 30, 2022, the School District had \$542,217 in capital lease arrangements outstanding.

Property Taxes

General. See “Security and Sources of Payment of the Bonds” above for a general description of how property is assessed and how *ad valorem* property taxes are levied and collected.

Alternative Method of Tax Apportionment – Teeter Plan. The Boards of Supervisors of the Counties each adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in section 4701, *et seq.* of the California Revenue and Taxation Code, “to accomplish a simplification of the tax levying and tax apportioning process and an increased flexibility in the use of available cash resources.” This alternative method is used for distribution of general purpose *ad valorem* property tax revenues attributable to SFID No. 2. The Teeter Plan currently applies to the *ad valorem* property taxes levied to pay debt service on the Bonds.

The Counties are responsible for determining the amount of the *ad valorem* property tax levy on each parcel in SFID No. 2 that is entered onto the secured real property tax roll. Upon completion of the secured real property tax roll, the Counties determine the total amount of taxes and assessments actually extended on the roll for each fund for which a tax levy has been included, and apportions 100% of the tax and assessment levies to that fund’s credit. Such monies may thereafter be drawn against by the taxing agency in the same manner as if the amount credited had been collected.

Under the Teeter Plan, the Counties establishes the Tax Loss Reserve Fund. The Counties determine which monies in their respective County treasuries (including those credited to the Tax Loss Reserve Fund) shall be available to be drawn on to the extent of the amount of uncollected taxes credited to each fund for which a levy has been included. When amounts are received on the secured tax roll for the current year, or for redemption of tax defaulted property, Teeter Plan monies are distributed to the apportioned tax resources accounts. The Tax Loss Reserve Fund is used exclusively to cover lost income occurring as a result of tax defaulted property. Monies in this fund are derived from several sources. While amounts collected as costs are distributed to each of the Counties’ general fund, delinquent penalty collections are distributed to the Tax Loss Reserve Fund.

The Teeter Plan is to remain in effect in each County unless the particular Board of Supervisors of the County orders its discontinuance in that County or unless, prior to the commencement of any fiscal year of that County (which commences on July 1), the Board of Supervisors shall receive a petition for its discontinuance joined in by resolutions adopted by two-thirds of the participating revenue districts in that County, in which event the Board of Supervisors is to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year. In the event that the Teeter Plan were terminated, receipt of revenue of *ad valorem* property taxes in SFID No. 2 would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within SFID No. 2.

Property tax delinquencies may be impacted by economic and other factors beyond the School District's control or the control of SFID No. 2 or the Counties, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the School District or SFID No. 2, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of the spread of COVID-19 or other pandemic or natural or manmade disaster.

There can be no assurance that the Counties will always maintain the Teeter Plan in their respective County or will have sufficient funds available to distribute the full amount of the share of property tax collections attributable to SFID No. 2 to the School District. The ability of the Counties to maintain the Teeter Plan may depend on their financial resources and may be affected by future property tax delinquencies.

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CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an ad valorem property tax levied by the Counties for the payment thereof. (See “Security and Sources of Payment for the Bonds.”) Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the Counties to levy taxes on behalf of the School District and SFID No. 2 and the School District to spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the School District to levy taxes for payment of the Bonds. The tax levied by the Counties for payment of the Bonds was approved by the voters of SFID No. 2 in compliance with Article XIII A and all applicable laws.

Article XIII A of the State Constitution

Basic Property Tax Levy. Article XIII A of the State Constitution limits the amount of any *ad valorem* property tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) bonded indebtedness approved by two-thirds of the voters on or after July 1, 1978, for the acquisition or improvement of real property, and (iii) bonded indebtedness approved by 55% of the voters of a school district, school facilities improvement district, or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities. As described under “The Bonds – Authority for Issuance,” the School District received authorization by the requisite percent of voters of SFID No. 2 to issue the Bonds.

Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under ‘full cash value’ or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment.” This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A permits reduction of the full cash value base in the event of a decline in property value caused by damage, destruction, or other factors. The full cash value base is not increased upon reconstruction of property damaged or destroyed in a disaster, if the fair market value of the property as reconstructed is comparable to its fair market value before the disaster. If the full cash value has been reduced owing to a decline in market value, the full cash value is restored to the full cash value base as quickly as the market price increases (without regard to the 2% limit on increases that otherwise applies).

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Article XIII B of the State Constitution

Under Article XIII B of the State Constitution, state and local governmental entities have an annual “appropriations limit” and are not permitted to spend certain monies that are called “appropriations subject to limitation” (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the “appropriations limit.” Article XIII B does not affect the appropriation of moneys that are excluded from the definition of “appropriations subject to limitation,” such as appropriations for voter-approved debt service, appropriations required to comply with certain mandates of the courts or the federal government, and appropriations for qualified capital outlay projects (as defined by the Legislature).

The appropriations limit for each agency in each year is based on the agency’s limit for the prior year, adjusted annually for changes in the cost of living and changes in population, and adjusted where applicable for transfer to or from another governmental entity of financial responsibility for providing services. With respect to school districts, “change in cost of living” is defined as the percentage change in California per capita income from the preceding year and “change in population” means the percentage change in average daily attendance for the preceding year.

The appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate “proceeds of taxes” received by an agency over such two-year period above the combined appropriations limit for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years. Under current statutory law, a school district that receives any proceeds of taxes in excess of the allowable limit need only notify the State Director of Finance and the School District’s appropriations limit is increased and the State’s limit is correspondingly decreased by the amount of the excess.

Under Article XIII B, 50% of all revenues received by the State in a fiscal year and in the immediately following fiscal year in excess of the amount permitted to be appropriated by the State during that fiscal year and the immediately following fiscal year shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Article XIII C and Article XIII D of the State Constitution

Articles XIII C and XIII D of the State Constitution, adopted by Proposition 218 on November 5, 1996, impose certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property related fees and charges. The School District does not impose any such taxes, assessments, fees or charges; and, with the exception of *ad valorem* property taxes levied and collected by the Counties under Article XIII A of the State Constitution and allocated to the School District, no such taxes, assessments, fees or charges are imposed on behalf of the School District. Accordingly, while the provisions of Proposition 218 may have an indirect effect on the School District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the School District and SFID No. 2 (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the School District and SFID No. 2), the School District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Article XIII C also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. The initiative power is, however, limited by the United States Constitution’s prohibition against state or local laws “impairing the obligation of contracts.” The School District’s general obligation bonds represent a contract between the School District and the bondholder secured by the collection of *ad valorem* property taxes. While not free from doubt, it is likely that, once issued, the taxes needed to pay debt service on general obligation bonds would not be subject to

reduction or repeal. Legislation adopted in 1997 provides that Article XIII C shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of, or consents to, any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

The interpretation and application of Proposition 218 and the U.S. Constitution's contracts clause will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

Propositions 98 and 111 -- Minimum Funding Guarantee

Proposition 98, a constitutional and statutory amendment adopted by California voters in 1988 and amended by Proposition 111 in 1990, guarantees a minimum level of funding for public education from kindergarten through community college (K-14).

Proposition 98, as amended by Proposition 111, guarantees a level of funding based on the greater of two amounts determined under three different methods of calculation. The first amount is based on a percentage of General Fund revenues. This amount is defined under "Test 1" as the amount produced by applying the same percentage of General Fund revenues appropriated to K-14 education in 1986-87, or about 40%. The second amount is determined under one of two methods, "Test 2" or "Test 3," the choice of which is determined based on the relative growth of per capita income and General Fund revenues.

In years of high or normal growth of General Fund revenues, Test 2 applies. Test 2 is designed to maintain prior-year service levels. The amount determined under Test 2 is the amount required to ensure that K-14 schools receive from State funds and local tax revenues the same amount received in the prior year, adjusted for changes in enrollment and for increases in per capita personal income. Test 3 is operative in years in which General Fund revenue growth per capita is more than 0.5% below growth in per capita personal income. The amount determined under Test 3 is the prior-year total level of funding from State and local sources, adjusted for enrollment growth and for growth in General Fund revenues per capita, plus 0.5% of the prior year level. If Test 3 is used in any year, the difference between the amount determined under Test 3 and Test 2 will become a credit (called the "maintenance factor") to be paid to K-14 schools in future years when State General Fund growth exceeds personal income growth.

The State's estimate of the total guaranteed amount varies through the stages of the annual budgeting process, from the Governor's initial budget proposal to actual expenditures to post-year-end revisions, as various factors change. The guaranteed amount will increase as enrollment and per capita personal income grow. If, at year-end, the guaranteed amount is calculated to be higher than the amount actually appropriated in that year, the difference becomes an additional education funding obligation, referred to as "settle-up." If the amount appropriated is higher than the guaranteed amount in any year, that higher funding level permanently increases the base guaranteed amount in future years. The Proposition 98 guaranteed amount may be suspended for one year at a time by enactment of an urgency statute. In subsequent years in which State General Fund revenues are growing faster than personal income (or sooner, as the Legislature may determine), the funding level must be restored to the guaranteed amount.

In the last few decades, the State's response to fiscal difficulties has had a significant impact on Proposition 98 funding and settle-up treatment. In 1992-93, 1993-94, 2004-05, and 2005-06 the State required counties, cities, and special districts to shift property tax revenues to school districts, thereby relieving the State General Fund of some of the burden of the Proposition 98 guarantee. Proposition 1A, adopted by the voters in November 2004, prohibits the State from shifting property taxes from other local governments to school or community college districts without a two-thirds vote of both houses of the State Legislature. Proposition 22, approved by the voters in November 2010, eliminated the State's authority to

shift property taxes temporarily during a severe financial hardship of the State that had been permitted by Proposition 1A. Legislation enacted in June 2011 (and upheld by the California Supreme Court in December 2011) dissolved every redevelopment agency in the State effective February 1, 2012, which may make more property tax revenues available to school districts.

The State has also sought to avoid or delay paying settle-up amounts when State revenues have lagged. The State has also sought to avoid increases in the base guaranteed amount through several devices: by treating any excess appropriations as advances (or loans) against subsequent years' Proposition 98 minimum funding levels rather than current year increases; by temporarily or permanently deferring year-end apportionments of Proposition 98 funds from one fiscal year to the next to reduce the ending Fiscal Year's base; by suspending Proposition 98, as the State did in 2010-11; and by proposing to amend the State Constitution's definition of the guaranteed amount and settle-up requirement under certain circumstances.

The California Teachers' Association, the State Superintendent and others sued the State or the Governor in 1995, 2005, 2009, and 2011 to force them to fund the full settle-up amounts. While legislation adopted to implement the settlements of these suits requires the State to pay down the obligation in annual installments, the repayments have also become part of annual budget negotiations, resulting in repeated adjustments and deferrals of the settle-up amounts.

Proposition 2, approved at the November 4, 2014, statewide election, among other things, revises the operation of Proposition 98 in some years. The measure creates a new State budget stabilization fund known as the "Public School System Stabilization Account." In years where capital gains tax revenues exceed 8% of total General Fund revenues, if a number of conditions are satisfied (including that Test 1 is operative, all maintenance factor obligations have been satisfied, and the Proposition 98 funding level is higher than the previous year), that part of the "excess" capital gains tax revenues accruing to the Proposition 98 guarantee, instead of being appropriated, would be deposited in the Public School System Stabilization Account, provided that the amount spent on schools and community colleges grows along with the number of students and the cost of living. The State would spend money out of the reserve in order to maintain spending on schools and community colleges in budgetary years in which such spending would otherwise decline from the prior year's level (adjusted for student population and cost of living). Proposition 2 thus changes when the State would otherwise be required to spend money on schools and community colleges but not the total amount of State spending for schools and community colleges over the long run. (See "Cap on School District Reserves.")

Proposition 39

On November 7, 2000, State voters approved an amendment (commonly known as Proposition 39) to the State Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the State Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-14 school districts, including the School District and SFID No. 2, community college districts, and county offices of education. As noted above, the State Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate projected to be levied as the result of any single election be no more than \$60 (for a unified school district, such as the School District), \$30 (for a high school or elementary school district), or \$25 (for a community college district) per \$100,000 of taxable property value, when assessed valuation is projected to increase in accordance with Article XIII A of the State Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the State Legislature and approval by the Governor. See “The School District – General and Financial Information – Constitutional and Statutory Provisions Affecting School District Revenues and Appropriations – Article XIII A of the State Constitution” herein.

Proposition 1A and Proposition 22

On November 2, 2004, State voters approved Proposition 1A, which amends the State Constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease vehicle license fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State’s authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State’s authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State’s general fund and transportation funds, the State’s main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst’s Office (the “LAO”) on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was projected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State’s total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, was expected to be an increase in the State’s general fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, as of February 1, 2012, all redevelopment agencies in California were

dissolved, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the “Dissolution Act.” The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a “Successor Agency”). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other “enforceable obligations” (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines “enforceable obligations” to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The School District makes no representations concerning the extent to which its property tax apportionments may be offset by the future receipt of pass-through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the State Constitution and the Propositions discussed in this Official Statement were each adopted as measures that qualified for the ballot under the State’s initiative process. From time-to-time, other initiative measures could be adopted further affecting District revenues or the School District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the School District.

As one example, on February 1, 2023, the California Secretary of State determined that a voter initiative, entitled “The Taxpayer Protection and Government Accountability Act,” (“Initiative 1935”), is eligible for the November 2024 Statewide general election and, unless withdrawn by its proponent prior to June 27, 2024, will be certified as qualified for the ballot in such election. Were it ultimately adopted by a majority of voters in the Statewide general election, Initiative 1935 would amend the State Constitution to, among other things, expand the definition of taxes, impose heightened barriers for State and local governments to impose taxes and exempt fees, and potentially retroactively void certain taxes enacted or imposed after January 1, 2022, or exempt fees not imposed in accordance with its provisions.

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STATE BUDGET PROCESS

The State Constitution requires the Governor to propose a budget to the State Legislature no later than January 10 of each year and requires the Legislature to adopt a final budget no later than June 15. The latter deadline was frequently missed when passage of the budget required a two-thirds majority of each house of the Legislature. The State's voters approved an amendment to the State Constitution in November 2010 that lowered the vote requirement to a simple majority of each house of the State Legislature. The lower vote requirement also applies to the budget trailer bills that specifically appropriate funds. The budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. A two-thirds vote of each house of the State Legislature is still required to override any veto by the Governor. School district budgets must be adopted by the district's governing board by July 1 and then revised within 45 days after the Governor signs the budget act to reflect any changes in budgeted revenues and expenditures made necessary by the adopted State budget.

Possible Delays in Apportionments. If the State budget is not adopted on time, basic appropriations and the categorical funding portion of each school district's State funding may be treated differently. In 2002, a California Court of Appeal held in *White v. Davis* (also referred to as *Jarvis v. Connell*) that the State Controller cannot disburse State funds after the beginning of the fiscal year until the adoption of the budget bill or an emergency appropriation, unless the expenditure is (i) authorized by a continuing appropriation found in statute, (ii) mandated by the State Constitution, such as appropriations for salaries of elected State officers, or (iii) required by federal law, such as payments to State workers (but at no more than minimum wage). The court specifically held that pre-budget disbursements of Proposition 98 funding for school districts are invalid. In 2003, the California Supreme Court upheld the decision of the Court of Appeal. During the 2003-04 State budget impasse, the State Controller nonetheless treated revenue limit (*i.e.*, general purpose) apportionments to school districts as continuous legislative appropriations under statute. The State Controller did not disburse certain categorical and other funds to school districts until the 2003-04 Budget Act was enacted.

Additional Delays in Apportionments. During the Great Recession (2007-2009), the Legislature authorized intra-year and inter-year deferrals of certain payments otherwise payable at earlier dates in the fiscal year to K-12 schools. The use of this cash-flow management device by the Legislature required some school districts to increase the size or frequency of their tax and revenue note borrowings.

2023-24 Adopted State Budget

On June 27, 2023, the Governor signed Assembly Bill (AB) 102, memorializing the deal between the Governor and the Legislature. On July 10, 2023, the Governor signed the corresponding budget trailer bill, signing the 2023-24 State budget package (the "2023-24 State Budget") into law. Consistent with the Governor's proposed budget for fiscal year 2023-24 and May revision, the 2023-24 State Budget reflects slower revenue growth than predicted, driven by stock market challenges, continuing high inflation, rising interest rates, and job losses. Adding to uncertainties in the preparing the 2023-24 State Budget, income tax filings at the federal and State levels have been delayed into October due to the unprecedented storms earlier in 2023. The State has projected receipt of \$42 billion in personal and corporate income tax will be delayed until mid-October 2023. As a result, further adjustments may be necessary if revenues continue to be less than projected.

The 2023-24 State Budget additionally reflects a historic level of reserves of approximately \$37.8 billion. This includes \$22.3 billion in the Budget Stabilization Account (BSA) or Rainy Day Fund, \$10.8 billion in the Public School System Stabilization Account, \$900 million in the Safety Net Reserves, and \$3.8 billion in the Special Fund for Economic Uncertainties. Setting aside such reserves is the State's approach to withstand revenue declines and future uncertainties, while maintaining fiscal discipline.

In order to address a projected \$31.7 billion shortfall while avoiding deep cuts to programs, the 2023-24 State Budget includes various approaches, including shifting \$9.3 billion in spending commitments from the General Fund to other funds, reducing General Fund spending by approximately \$8.1 billion, delaying spending of across multiple years, internal borrowing, and trigger reductions that would be restored in 2024 if there are sufficient revenues to do so.

Other general highlights of the 2023-24 State Budget are as follows:

Higher Education. The 2023-24 State Budget provides base budget increases of five percent each for the University of California and California State University systems.

Health Care. The 2023-24 State Budget maintains a commitment to increases to fund universal access to affordable health care.

Homelessness. The 2023-24 State Budget continues to fund one-time grants to cities and counties to address homelessness in their communities, and includes requirements for such municipalities to develop and submit regionally coordinated plans that outline the key actions each entity will undertake to collectively deploy their federal, state, and local resources to reduce homelessness.

Transit. The 2023-24 State Budget provides \$5.1 billion for public transit, including for zero-emission vehicle transit funding, along with new reporting and accountability requirements for transit agencies.

Climate. Over \$52 billion in multi-year spending to address climate issues is included in the 2023-24 State Budget. The Governor and the Legislature continue to discuss a potential climate bond ranging from \$6 billion to \$16 billion.

Public Safety. More than \$800 million continues to be committed to improve public safety including task forces to combat the spread of fentanyl and stopping retail theft.

Infrastructure. The 2023-24 State Budget includes streamlining proposals to allow the State to secure federal infrastructure funds for construction of transportation, clean water, and clean energy projects, resulting in as much as \$180 billion in infrastructure project over the next ten years.

With respect to funding for K-12 education, the 2023-24 State Budget includes total funding of \$129.2 billion (\$79.5 billion General Fund and \$49.7 billion other funds). Of this funding, the Proposition 98 minimum guarantee reflects \$108.3 billion in fiscal year 2023-24. This amount is \$2.1 billion less than the Legislature adopted last year for the current fiscal year.

Additional education-related highlights from the 2023-24 State Budget include the following:

- Proposition 98 Rainy Day Fund. As discussed above, following deposits into the Public School System Stabilization Account, the balance at the end of fiscal year 2023-24 will be \$10.8 billion. The balance of \$9.9 billion in 2022-23 triggers school district reserve caps beginning in 2023-24. (See “Cap on School District Reserves.”)
- Local Control Funding Formula. The 2023-24 State Budget includes a COLA of 8.22 percent, the largest COLA in LCFE history. Taking into account the COLA adjustment plus adjustments for declining enrollment, discretionary funds available to LEAs increases by approximately \$3.4 billion compared to the prior year.

- Equity Multiplier. The 2023-24 State Budget provides \$300 million ongoing Proposition 98 General Fund to establish an Equity Multiplier as an add-on to the LCFF. The purpose of the Equity Multiplier is to accelerate learning gains and close opportunity gaps of historically underserved pupils attending high-poverty schools.
- Literacy. One time Proposition 98 General Fund of \$250 million is set aside to augment an existing grant program to fund high-poverty schools to train and hire literacy coaches and reading specialists. The 2023-24 State Budget additionally requires LEAs to screen student in kindergarten through second grade for risk of reading difficulties by the 2025-26 school year.
- Teacher Workforce. The 2023-24 State Budget makes several statutory changes to reduce barriers for those interested in entering the teaching profession. For example, the 2023-24 State Budget increases the Teacher and School Counselor Residency Grant per-candidate allocation and to require a minimum stipend. Additionally, the 2023-24 State Budget will allow teachers who were unable to finish their credential due to the COVID-19 pandemic to meet this requirement through completion of a Commission on Teacher Credentialing (the “Commission”)-approved program or by two years of satisfactory teacher evaluations. The 2023-24 State Budget also authorizes the Commission to issue a comparable State credential to any U.S. military servicemember or their spouse who possesses a valid out-of-state teaching or services credential to teach in the State when such candidate is related to the State by military orders.
- Transitional Kindergarten. The 2023-24 State Budget reflects \$357 million and \$597 million ongoing Proposition 98 General Fund to support the first (2022-23) and second (2023-24) years, respectively, of expanded eligibility for transitional kindergarten (“TK”). There is additional funding in the amounts of \$283 million and \$165 million to support the first and second years, respectively, of adding additional certificated or classified staff to every TK class.
- Arts, Music, and Instructional Materials Discretionary Block Grant. The 2023-24 State Budget decreases one-time Proposition 98 General Fund for such grant to \$3.3 billion.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations have been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

Additional Information for State Finances

The full text of proposed and adopted State budgets may be found at the internet website of the California Department of Finance, www.dof.ca.gov, under the heading “California Budget.” The Legislative Analyst’s Office’s (“LAO”) budget overviews and other analyses may be found at www.lao.ca.gov under the headings “The Budget” and “Publications.” In addition, various State of California official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts in the State, may be found at the website of the State Treasurer, www.treasurer.ca.gov or through the Municipal Securities Rulemaking Board’s EMMA website at emma.msrb.org.

Periodic reports on revenues and/or expenditures during the Fiscal Year are issued by the Governor's Office, the State Controller's Office and the LAO. The Department of Finance issues a monthly Bulletin, which reports the most recent revenue receipts as reported by state departments, comparing them to Budget projections. The Governor's Office also formally updates its budget projections three times during each Fiscal Year, in January, May and at budget enactment. These bulletins and other reports are available on the internet.

The information referred to above is prepared by the respective State agency maintaining each website and not by the School District, and the School District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

Future State Budgets

The School District cannot predict what actions will be taken in the future by the Legislature and the Governor to deal with changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and state economic conditions and other factors over which the School District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State's ability to fund schools as budgeted.

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APPENDIX B
AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR FISCAL YEAR ENDED JUNE 30, 2022

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APPENDIX C GENERAL INFORMATION ABOUT THE COUNTIES

The following information concerning Sacramento County, Solano County, and Yolo County (collectively, the “Counties”) is included only for the purpose of supplying general information regarding the area of SFID No. 2 and the School District. The Bonds are not a debt of the Counties, the State of California (the “State”) or any of its political subdivisions, and neither the Counties, the State nor any of its political subdivisions is liable therefor. This Appendix includes information that is generally as of dates and for periods before the economic impacts of the COVID-19 (as defined in the front part of this Official Statement) pandemic and the measures instituted in response thereto. Although the public health emergencies have been terminated, COVID-19 is still a pandemic, and as result the geographic spread or mutation of the virus (notwithstanding the general availability of vaccines and boosters to combat the virus), the duration and severity of the outbreak, and the economic and other actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain.

General Information

The boundaries of SFID No. 2 include the communities of Clarksburg in Yolo County, and Courtland and Walnut Grove in Sacramento County, as well as unincorporated areas of Sacramento County, Solano County and Yolo County. SFID No. 2 is located approximately 15 to 30 miles southeast of Sacramento, California. The main industry within the region is agriculture, with grapes, pears, grains, and vegetables being the main crops. Sheep and cattle are also raised within the Counties encompassing SFID No. 2. The Sacramento River and other rivers along with sloughs are located within SFID No. 2, providing opportunities for recreational activities such as boating and fishing. In contrast, the urban San Francisco Bay Area is located within a two-hour drive of SFID No. 2.

Sacramento County. Sacramento County incorporated in 1850 as one of the original 27 counties of the State. Sacramento County is located in the central region of the State approximately 75 miles east of the City of San Francisco, encompassing approximately 994 square miles of the northern section of the Central Valley, the State’s prime agricultural region. Sacramento County extends to the low delta lands in its southern portion, with direct access to the San Francisco Bay, and east to the Sierra Nevada foothills. Sacramento County includes seven incorporated cities, the largest of which, the City of Sacramento, is the seat of government for the State. Based on data compiled by Redfin, the median sale price of a single-family home in Sacramento County was \$530,000 in June 2023, a decrease of approximately five percent from the prior year.

Solano County. Solano County, organized in 1850, is located approximately 45 miles northeast of City of San Francisco and 45 miles southwest of the City of Sacramento. Encompassing approximately 909 square miles, Solano County is made up of rural and farm land, urban cities and unincorporated areas, delta lands, waterfront and a coastal range. Solano County has seven incorporated cities including the City of Rio Vista. Based on data compiled by Redfin, the median sale price of a single-family home in Solano County was \$585,000 in June 2023, a decrease of approximately four percent from the prior year.

Yolo County. Yolo County, incorporated in 1850, is located in the northern central region of the State approximately 20 miles west of the City of Sacramento, the State’s capital, and approximately 60 miles northeast of the City of San Francisco. Encompassing approximately 1,021 square miles in the Central Valley and the Sacramento River Delta, Yolo County has four incorporated cities. Agriculture is Yolo County’s leading economic activity. Based on data compiled by Redfin, the median sale price of a single-family home in Yolo County was \$585,000 in June 2023, a decrease of approximately nine percent from the prior year.

Population

The following table lists population figures for the Counties, including unincorporated portions of the County, and the State for calendar years 2019 through 2023.

**SACRAMENTO COUNTY, SOLANO COUNTY,
YOLO COUNTY, AND STATE OF CALIFORNIA
Population Estimates
Calendar Years 2019 through 2023**

	2019	2020	2021	2022	2023
Sacramento County					
Total Incorporated	950,644	963,727	970,195	970,276	973,934
Total Unincorporated	587,410	589,430	608,991	603,090	598,519
Solano County					
Total Incorporated	418,984	420,059	430,673	427,650	425,647
Total Unincorporated	19,221	19,152	18,443	18,231	18,102
Yolo County					
Total Incorporated	189,930	191,189	187,725	185,648	185,699
Total Unincorporated	30,400	30,087	28,280	35,991	35,181
State of California	39,605,361	39,648,938	39,286,510	39,078,674	38,940,231

Source: State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State – January 1, 2010-2020, Sacramento, California, May 2021 (with 2010 Census Benchmark) and January 1, 2020-2023, Sacramento, California, May 2023 (with 2020 Census Benchmark).

Personal Income

The following table lists shows the *per capita* personal income for the Counties, the State, and the United State for calendar years 2017 through 2021. According to the United States Bureau of Economic Analysis, *per capita* personal income is calculated as the total personal income of the residents of a given area divided by the population of the area.

**SACRAMENTO COUNTY, SOLANO COUNTY,
YOLO COUNTY, STATE OF CALIFORNIA, AND UNITED STATES
Per Capita Personal Income
Calendar Years 2017 through 2021**

	2017	2018	2019	2020	2021
Sacramento County	\$48,569	\$50,502	\$53,005	\$57,991	\$61,829
Solano County	46,866	48,781	51,819	58,406	65,448
Yolo County	51,107	52,351	55,724	60,918	64,468
State of California	58,804	61,508	64,919	70,647	76,614
United States	51,550	53,786	56,250	59,765	64,143

Source: U.S. Bureau of Economic Analysis, "CAINCI County and MSA personal income summary: personal income, population, per capita income" (last updated November 16, 2022).

Labor Force and Employment

The tables below provide information about unemployment rates for the Counties for calendar years 2018 through 2022, not seasonally adjusted. Unemployment rates are not available for the District. The unemployment rate is calculated using unrounded data. Data may not add due to rounding.

SACRAMENTO COUNTY Unemployment Rates Calendar Years 2018 through 2022

	2018	2019	2020	2021	2022
Total Labor Force	704,200	711,700	712,200	719,700	728,300
Number of Employed	676,900	685,300	644,800	669,900	699,800
Number of Unemployed	27,300	26,400	67,400	49,900	28,500
Unemployment Rate	3.9%	3.7%	9.5%	6.9%	3.9%

Source: State of California Employment Development Department; Monthly Labor Force Data for Counties Annual Average, dated March 24, 2023, March 2022 Benchmark.

SOLANO COUNTY Unemployment Rates Calendar Years 2018 through 2022

	2018	2019	2020	2021	2022
Total Labor Force	209,100	208,500	202,200	200,700	202,300
Number of Employed	200,800	200,600	182,500	185,800	193,800
Number of Unemployed	8,300	7,900	19,700	14,900	8,500
Unemployment Rate	3.9%	3.8%	9.8%	7.4%	4.2%

Source: State of California Employment Development Department; Monthly Labor Force Data for Counties Annual Average, dated March 24, 2023, March 2022 Benchmark.

YOLO COUNTY Unemployment Rates Calendar Years 2018 through 2022

	2018	2019	2020	2021	2022
Total Labor Force	107,500	108,200	105,000	106,700	109,000
Number of Employed	102,900	103,700	96,900	100,300	104,600
Number of Unemployed	4,600	4,500	8,200	6,300	4,400
Unemployment Rate	4.3%	4.2%	7.8%	5.9%	4.0%

Source: State of California Employment Development Department; Monthly Labor Force Data for Counties Annual Average, dated March 24, 2023, March 2022 Benchmark.

Major Employers

The following tables identify the 10 major employers, number of employees, and percent of total employment in the Counties for fiscal year 2021-22.

SACRAMENTO COUNTY Major Employers

	Employer	Number of Employees ⁽¹⁾	Percent of Employment
1	UC Davis Health System	16,075	2.30%
2	Kaiser Permanente	12,301	1.76
3	Sutter/California Health Services	9,595	1.37
4	Dignity/Mercy Healthcare	7,488	1.07
5	Intel Corporation	6,013	0.86
6	Siemens Mobility Inc.	2,500	0.36
7	Safeway	1,938	0.28
8	Pacific Gas & Electric Co.	1,447	0.21
9	Blue Diamond Growers	968	0.14
10	WellSpace Health	926	0.13
	Total Top Ten	59,251	8.48%

⁽¹⁾ Sources: Sacramento Business Journal Annual Book of Lists Current Year

Source: Sacramento County, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022.

SOLANO COUNTY Major Employers

	Employer	Number of Employees	Percent of Employment ⁽¹⁾
1	Travis AFB	13,100 ⁽³⁾	6.57%
2	County of Solano	3,127 ⁽²⁾	1.57
3	Fairfield-Suisun Unified School District	2,779 ⁽⁴⁾	1.39
4	NorthBay Healthcare System (formerly NorthBay Medical Center)	2,210 ⁽¹⁾	1.11
5	Kaiser Foundation Hospitals	2,000 ⁽¹⁾	1.00
6	Vallejo Unified School District	1,694 ⁽⁴⁾	0.85
7	California Medical Facility	1,557 ⁽¹⁾	0.78
8	Vacaville Unified School District	1,312 ⁽⁵⁾	0.66
9	Genentech	1,100 ⁽¹⁾	0.55
10	Westrust-nut tree	1,100 ⁽¹⁾	0.55
	Total Top Ten	29,979	15.03%

⁽¹⁾ Employment figure from Workforce Development

⁽²⁾ Solano County Human Resources

⁽³⁾ Employment figure from Travis AFB

⁽⁴⁾ Employment figure from USD

⁽⁵⁾ Employment figure from Vacaville USD 6/2021

Source: Solano County, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022.

**YOLO COUNTY
Major Employers**

	Employer	Number of Employees ⁽¹⁾	Percent of Employment
1	University of California, Davis	10,309	9.86%
2	State of California	3,546	3.39
3	U.S. Government	2,334	2.20
4	Cache Creek Casino Resort	2,300	1.42
5	County of Yolo	1,490	1.42
6	Woodland Joint Unified School District	1,105	1.06
7	Dignity Health	995	0.95
8	Raley's Inc.	950	0.91
9	Sutter Health	928	0.89
10	Clark Pacific Corp.	843	0.81
Total Top Ten		24,800	22.91%

⁽¹⁾ Sacramento Business Journal, June 3, 2022

Note: Unaudited

Source: Yolo County, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022.

Commercial Activity

A summary of historic taxable sales within the Counties during calendar years 2018 through 2022 is shown in the following tables.

**SACRAMENTO COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(dollars in thousands)**

	2018	2019	2020	2021	2022
Sales Tax Permits	39,066	40,858	45,361	42,482	44,158
Taxable Sales	\$25,443,669,264	\$26,836,365,483	\$27,173,405,614	\$33,918,019,785	\$36,380,063,647

Source: State of California Department of Tax & Fee Administration; Taxable Sales – by County (Taxable Table 2), last updated January 23, 2023.

**SOLANO COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(dollars in thousands)**

	2018	2019	2020	2021	2022
Sales Tax Permits	10,255	10,539	11,553	11,000	11,253
Taxable Sales	\$7,881,172,384	\$8,251,271,969	\$8,259,715,291	\$9,733,516,158	\$10,378,189,994

Source: State of California Department of Tax & Fee Administration; Taxable Sales – by County (Taxable Table 2), last updated January 23, 2023.

YOLO COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(dollars in thousands)

	2018	2019	2020	2021	2022
Sales Tax Permits	5,154	5,224	5,654	5,291	5,453
Taxable Sales	\$4,572,355,842	\$4,663,073,868	\$4,691,617,267	\$5,360,715,209	\$5,875,138,067

Source: State of California Department of Tax & Fee Administration; Taxable Sales – by County (Taxable Table 2), last updated January 23, 2023.

Construction Activity

Estimated new privately-owned residential housing units authorized by building permits and total valuation in the County for the past five years for which data is available are shown in the table below.

SACRAMENTO COUNTY
New Residential Housing Units

	2018	2019	2020	2021	2022
Single Family Residential Units	3,578	3,897	3,447	4,156	3,635
Multi-Family Residential Units	1,089	1,691	2,723	2,043	1,556
Total New Residential Units	4,667	5,588	6,170	6,199	5,191
Total Valuation	\$1,078,576,491	\$1,328,332,690	\$1,298,819,155	\$1,504,351,969	\$1,302,778,429

Source: United States Census Bureau, Building Permits Survey, ASCII files by State, MSA, County or Place (last modified June 15, 2023).

SOLANO COUNTY
New Residential Housing Units

	2018	2019	2020	2021	2022
Single Family Residential Units	954	1,078	1,006	1,141	948
Multi-Family Residential Units	36	11	727	237	206
Total New Residential Units	990	1,089	1,733	1,378	1,154
Total Valuation	\$241,759,433	\$298,711,632	\$381,134,936	\$387,484,014	\$296,733,888

Source: United States Census Bureau, Building Permits Survey, ASCII files by State, MSA, County or Place (last modified June 15, 2023).

YOLO COUNTY
New Residential Housing Units

	2018	2019	2020	2021	2022
Single Family Residential Units	391	664	588	492	498
Multi-Family Residential Units	385	231	618	737	433
Total New Residential Units	776	895	1,206	1,229	931
Total Valuation	\$188,488,348	\$245,175,776	\$290,575,856	\$240,404,460	\$242,434,440

Source: United States Census Bureau, Building Permits Survey, ASCII files by State, MSA, County or Place (last modified June 15, 2023).

APPENDIX D
FORM OF OPINION OF BOND COUNSEL

PARKER & COVERT LLP
2520 Venture Oaks Way, Suite 190
Sacramento, California 95833

[CLOSING DATE]

Board of Trustees
River Delta Unified School District
445 Montezuma Street
Rio Vista, California 94571

Re: \$[PAR AMOUNT]
River Delta Unified School District
(Sacramento County, Solano County, and Yolo County, California)
General Obligation Bonds
Election of 2020, Series 2023

Final Opinion of Bond Counsel

Members of the Board of Trustees:

We have acted as bond counsel in connection with the issuance by the River Delta Unified School District (the “District”) of \$[PAR AMOUNT] principal amount of the General Obligation Bonds of School Facilities Improvement District No. 2 of the River Delta Unified School District (Sacramento County, Solano County, and Yolo County, California) Election of 2020, Series 2023 (the “Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds have been duly authorized and executed by the District and are valid and binding general obligations of the District.
2. All taxable property in the territory of the District is subject to *ad valorem* taxation without limitation regarding rate or amount (except certain personal property that is taxable at limited rates) to pay the Bonds. Sacramento County, Solano County, and Yolo County are required by law to include in their respective annual tax levies the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.
3. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, for tax years beginning after December 31, 2022, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the District comply with all requirements of the Internal Revenue Code of

1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

4. Interest on the Bonds is exempt from State of California personal income taxation.

The rights of the owners of the Bonds and the enforceability thereof are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or other offering material relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

PARKER & COVERT LLP

APPENDIX E
FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX F BOOK-ENTRY-ONLY SYSTEM

The information in this Appendix has been provided by the Depository Trust Company (“DTC”) for use in securities offering documents, and the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants, or Indirect Participants will distribute to the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation of ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants, or DTC Indirect Participants will act in the manner described in this Official Statement.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of the Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this appendix concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

APPENDIX G

SACRAMENTO COUNTY INVESTMENT RESULTS AND INVESTMENT POLICY

This Appendix provides a general description of the County Investment Policy and current portfolio holdings. The information set forth under this Appendix relating to the Sacramento County Pooled Investment Fund has been obtained from the Sacramento County Department of Finance and is believed to be reliable but is not guaranteed as to accuracy or completeness. The School District makes no representation as to the accuracy or completeness of such information. Further information may be obtained by contacting the Sacramento County, Department of Finance, 700 H Street, Suite 1710, Sacramento, California 95814, telephone (916) 874-6744.

The Sacramento County Director of Finance (the “Director of Finance”) manages the Sacramento County Pooled Investment Fund (the “County Pool”) in which certain funds of Sacramento County and certain funds of other participating entities are pooled and invested pending disbursement. General participants are those government agencies within Sacramento County, including the School District, for which the Director of Finance is statutorily designated as the custodian of such funds. The Director of Finance is the *ex officio* treasurer of each of these participating entities, and such entities are legally required to deposit their cash receipts and revenues in the Sacramento County Treasury. Under State law, withdrawals are allowed only to pay for expenses that have become due. The governing board of each school district and special district within Sacramento County may allow, by appropriate board resolution, certain withdrawals of non-operating funds for purposes of investing outside the Sacramento County Treasury. Some districts have from time to time authorized the Director of Finance to purchase specified investments for certain district funds to mature on predetermined future dates when cash would be required for disbursements. Other local agencies, such as special districts and cities for which the Director of Finance is not the statutorily designated fund custodian, may participate in the County Pool. Such participation is subject to the consent of the Director of Finance and must be in accordance with State law.

Funds held in the County Pool are invested by the Director of Finance in accordance with State law and the Sacramento County Investment Policy (the “Investment Policy”), which is prepared by the Director of Finance and approved by the Sacramento County Board of Supervisors. A copy of the Investment Policy is included herein. The Investment Policy sets forth the investment objectives, in order of priority, safety of principal, liquidity, public trust, and maximum rate of return. In addition, the Investment Policy describes the instruments eligible for inclusion in the County Pool and the limitations applicable to each type. The performance of the County Pool is monitored quarterly. A Sacramento County Treasury Oversight Committee reviews, on an annual basis, the Investment Policy, monitors the County Pool’s compliance with State law and the Investment Policy, and causes an audit to be conducted on the County Pool. The Director of Finance neither monitors investments for arbitrage compliance, nor does it perform arbitrage calculations. The School District will maintain or cause to be maintained detailed records with respect to the applicable proceeds of the general obligation bonds of SFID No. 2.

A copy of the Quarterly Pooled Investment Fund Report for the quarter ended June 30, 2023 is included herein and can be found on the Sacramento County website, along with the Investment Policy, at <https://finance.saccounty.gov/Investments/Pages/default.aspx>.

Neither the School District nor the Underwriter has made an independent investigation of the investments in the County Pool and has made no assessment of the current Investment Policy. The value of the various investments in the County Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Director of Finance, upon the approval by the Sacramento County Board of Supervisors, may change the Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the County Pool will not vary significantly from the values described therein.

**General Fund COVID Funding
(Fund 1)**

	2019-20	2020-21	2021-22	2022-23	2023-24
Revenues	<u>Audited</u>	<u>Audited</u>	<u>Audited</u>	<u>Estimated Actual</u>	<u>Adopted Budget</u>
LCFF Sources	19,689,411	18,818,359	21,335,151	23,360,842	24,187,648
Federal Revenues	885,113	2,011,067	1,460,317	5,000,711	4,464,003
Other State Revenues	2,339,467	3,083,338	3,744,862	7,109,540	3,133,115
Other Local Revenues	1,764,673	1,748,888	1,671,171	1,245,075	1,163,273
Total Revenues	<u>24,678,664</u>	<u>25,661,652</u>	<u>28,211,501</u>	<u>36,716,169</u>	<u>32,948,038</u>
	49,357,328	51,323,304	56,423,002	73,432,337	65,896,077

COVID Funding by Fund 1	2020-21	2021-22	2022-23	2023-24
Funding Category (\$)	<u>Audited</u>	<u>Audited</u>	<u>Estimated Actual</u>	<u>Adopted Budget</u>
Federal Revenues	1,700,000			
Other State Revenues				

(Rounded to the nearest \$10,000)

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

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

Item Number: 13

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

SUBJECT:

Request to Approve Resolution #852 authorizing the interfund transfer of Special or Restricted funds for operational or budgetary purposes for FY 2023-24.

BACKGROUND:

This resolution will allow the District to transfer funds from Special or Restricted funds for budgetary or operational purposes during the fiscal year of 2023-24.

STATUS:

During any fiscal year it may become necessary to permanently transfer funds from Special or Restricted funds. These are contributions made from Restricted Fund accounts. This resolution allows staff to make those adjustments if, and when they become necessary.

PRESENTER:

Tammy Busch, Asst. Supt. of Business Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

N/A

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board approves Resolution #852 authorizing the interfund transfer of Special or Restricted Funds for operational purposes during the fiscal year 2023-24.

Time allocated: 5 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 852

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT
AUTHORIZING THE INTERFUND TRANSFER OF SPECIAL OR RESTRICTED FUNDS**

WHEREAS, the District's Board hereby intends to direct that funds held in a certain fund or account be transferred to another District fund or account for payment of obligations as authorized by Education Code section 35160 and section 42125;

WHEREAS, the transfer shall be accounted for as a transfer between funds or accounts and shall be available for appropriation or be considered income to the receiving fund or account; and

WHEREAS, amounts transferred shall not be subject to repayment to the transferring fund or account.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District, in accordance with the provisions of applicable, law hereby authorizes for fiscal year 2023-2024 the transfer of funds between the following funds provided that all transfers are directed by the District's Superintendent or Assistant Superintendent of Business Services.

General Fund #01
Adult Education Fund #11
Child Development Fund #12
Cafeteria Fund #13
Special Reserve (Non-Capital) Fund #17
Building fund Capital Projects Fund #21
Capital Facilities (Developer Fees) Fund #25
State School Facilities Fund #25
Capital Projects - Blended Component Fund #49

APPROVED, PASSED AND ADOPTED this 8 day of August 2023 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I, Randall Jelly, Clerk for the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true and correct copy of Resolution No. 852 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Randall Jelly, Board Clerk
Board of Trustees
River Delta Unified School District

August 8, 2023
Date

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 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 #853 authorizing Temporary Inter-fund Transfers (borrowing) of Special or Restricted Funds for FY 2023-24.

BACKGROUND:

This resolution will allow the district to temporarily borrow funds within those on deposit at the Sacramento County Treasury in River Delta's fund accounts. This is strictly on a short-term basis and is allowed by Education Code Section 42603 which provides districts the ability to temporarily borrow between funds to satisfy operating costs.

STATUS:

Currently, the district has positive balances in various funds that can be transferred as needed to meet operating costs. Education Code Section 42603 provides the authorization for districts to borrow between funds and sets limitations on this type of borrowing. The authorization and limitations are stated in the attached resolution.

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

OTHER PEOPLE WHO MIGHT BE PRESENT: NOT APPLICABLE

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board approves Resolution # 853 authorizing temporary borrowing between funds for FY 2023-24

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 853

**ESTABLISH TEMPORARY
INTERFUND TRANSFERS
OF SPECIAL OR RESTRICTED FUNDS FOR
CASH FLOW PERPOSES**

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2023-24 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or their designee:

General Fund #01
Adult Education #11
Child Development Fund #12
Cafeteria Fund #13
Spec. Reserve (Non-Capital) Fund #17
Building Fund Capital Projects Fund #21
SFID #1 – South (GO Bond) Fund #22
SFID #2-North (GO Bond) Fund #23
Capital Facilities (Developer Fees) Fund # 25
State School Facilities Fund #35
Capital Project.-Blended Component Fund #49

PASSED AND ADOPTED the 8th day of August 2023 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

IN WITNESS WHEREOF, I, Randall Jelly, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 853 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Randall Jelly, Clerk
Board of Trustees
River Delta Unified School District

August 8, 2023
Date

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: X

From: Codi Agan, Director of Personnel

Item Number: 15

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

SUBJECT:

Request to Approve the Provisional Internship Permit as authorized by the Commission on Teacher Credentialing for 2023-2024 school year.

BACKGROUND:

Due to the unavailability of fully qualified and acceptable teaching candidates to teach for the 2023-2024 school year, RDUSD has had to assign teachers under the provision of a Provisional Internship Permit as authorized by the Commission on Teacher Credentialing.

STATUS:

Public posting, attached, was posted August 4, 2023 – August 8, 2023. Applicants have been prepared and are ready to be submitted to the commission on Teacher Credentialing for, Emily Eustachy, D.H. White Elementary; Jeff Pearson, D.H. White Elementary.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Provisional Internship Permit Request on Emily Eustachy, Jeff Pearson.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

PUBLIC NOTICE

INTENT TO REQUEST A PROVISIONAL INTERNSHIP PERMIT (PIP) FROM THE COMMISSION ON TEACHER CREDENTIALING

I, Katherine Wright, Superintendent for River Delta Unified School District do hereby declare that a need has been shown that the district is currently unable to recruit fully qualified and acceptable teaching candidates. Therefore, it is my intent to employ the following people under the provisions of a Provisional Internship Permit as authorized by the California Commission on Teacher Credentialing.

Emily Eustachy
Jeff Pearson

D.H. White Elementary
D.H. White Elementary

Multiple Subject Credential
Multiple Subject Credential

As required by law, this notice will be posted in a public place for a minimum of Seventy-two (72) hours. The period of this posting shall commence on Friday, August 4, 2023, at 5:00 p.m. and will end on Tuesday, August 8, 2023, at 5:00 p.m.

Any person having an objection to the use of a Provisional Internship Permit for the filing of the above-mentioned teaching positions shall submit such objection in writing to Superintendent, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTE: The Board of Trustees encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, contact the Superintendent's Office at (707) 374-1711 at least 48 hours before the scheduled meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132).]

8/3/23
Dated _____


Katherine Wright
Superintendent

PLEASE POST

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

AVISO PUBLICO

INTENCION DE SOLICITAR UN PERMISO DE PASANTIA PROVISIONAL (PIP) DE LA COMISION DE CREDENCIALIZACION DE MAESTROS

Yo, Katherine Wright, la Superintendente del Distrito Escolar Unificado River Delta declaro por lo presente que se ha demostrado una necesidad de que el distrito no puede reclutar actualmente candidatos docentes aceptables y completamente calificados. Por lo tanto, tengo la intención de emplear a las siguientes personas bajo las disposiciones de una exención de plazo variable autorizada por la Comisión de Acreditación de Maestros de California.

Emily Eustachy
Jeff Pearson

D.H. White Elementary
D.H. White Elementary

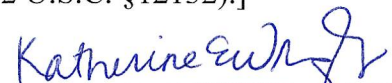
Credencial de Sujeto Multiple
Credencial de Sujeto Multiple

Según lo exige la ley, este aviso se publicará en un lugar público durante un mínimo de setenta y dos (72) horas. El período de esta publicación comenzará el viernes 4 de agosto de 2023 a las 5:00 pm y finalizará el martes 8 de agosto de 2023 a las 5:00 pm.

Cualquier persona que tenga una objeción al uso de una exención de plazo variable para la presentación de los puestos docentes mencionados anteriormente deberá presentar dicha objeción por escrito a la Superintendente, Katherine Wright, 445 Montezuma Street, Rio Vista, CA 94571.

NOTA: La Junta Directiva alienta a las personas con discapacidades a participar plenamente en el proceso de la reunión pública. Si necesita una modificación o adaptación relacionada con una discapacidad, incluidos servicios o ayudas auxiliares, para participar en la reunión pública, comuníquese con la Oficina del Superintendente al (707) 374-1711 al menos 48 horas antes de la reunión programada para que podamos hacer todos los esfuerzos razonables. esfuerzo por complacerte. [Código de Gobierno § 54954.2; Ley de Estadounidenses con Discapacidades de 1990, § 202 (42 U.S.C. §12132).]

8/3/23
Fecha


Katherine Wright
Superintendente

POR FAVOR PUBLICAR

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Middle

Isleton School
Riverview Middle

Walnut Grove School
D. H. White Elementary
River Delta High/Elementary School
Delta Elementary Charter School

Delta High School
Rio Vista High School
River Delta Community Day School

Wind River School
Mokelumne High School

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: August 8, 2023

Attachments: x

From: Katherine Wright, Superintendent

Item Number: 16

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

SUBJECT:

Request to Approve the Consultant Services Agreement with SCI Consulting Group to Provide Oversight and Assist the District in Negotiations with Land Developers

BACKGROUND:

At the April 11, 2023 Board meeting a contract was approved for SCI Consulting Group to provide their expertise in negotiating with the land developer on what is in the best interest of the District, students, and community. SCI Group also serves as a contact person to coordinate in gathering disseminating information amongst the District and with the District's partners.

STATUS:

The District has determined that the original not to exceed amount may not be sufficient to complete the entire process of developer agreement negotiations. SCI Consulting Group will continue to collaborate with Superintendent, Assistant Superintendent of Business Services, and the District's partners as the District moves forward with determining the needs of the District and students for development agreements.

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Tammy Busch, Assistant Superintendent of Business Services

COST AND FUNDING SOURCES:

An additional cost not to exceed \$15,000 - Developer Fee Funds

RECOMMENDATION:

That the Board approves the additional cost for Consulting Services Agreement with SCI Consulting Group to provide oversight and assist the District in negotiations with land developers.

Time allocated: 3 minutes