

**GUADALUPE UNION SCHOOL DISTRICT
BOARD OF EDUCATION**

REGULAR SCHOOL BOARD MEETING

Wednesday, November 14, 2018

5:15 pm – Call to Order, Adjournment to Closed Session

6:00 pm – Reconvene to Public Session

LOCATION OF MEETING: MARY BUREN ELEMENTARY SCHOOL
MULTIPURPOSE ROOM
1050 PERALTA STREET, GUADALUPE, CA

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Superintendent's Office at (805)343-2114. Notification of 48 hours before the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting.

Any of the materials related to items on this agenda are available for viewing at the Office of the District Superintendent, 4465 Ninth Street, Guadalupe, CA during regular business hours, 8:00 am to 5:00 pm, Monday through Friday; telephone 805-343-2114.

I. Call to Order

- A. Roll Call
- B. Pledge of Allegiance
- C. Approval of Agenda

II. Adjourn to closed session

Closed Session Public Comments: This section of the agenda is intended for members of the public to address the Board of Education on items involving the school district that are being considered **Closed Session**. Such testimony shall be limited to three (3) minutes each person and fifteen (15) minutes on each topic. If an answer to a specific question is requested, the Board President will, if appropriate, direct administration to respond in writing.

The Board of Trustees will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of the closed session.

- A. Certificated and/or Classified Personnel Order 2018/2019-05
- B. Public Employment Discipline/Dismissal/Release/Resignation pursuant to Gov. Code § 54957, 54954.5 (e.) (Possible Action)
- C. Conference with Management
 - 1. California School Employees Association – Chapter #546
- D. The board of Education will conduct a Student Expulsion Hearing for the Following:
 - 1. Case No. 2018/2019-01
 - 2. Case No. 2018-2019-02

III. Reconvene in open session; announce closed session actions

The Board of Trustees will announce any action taken on Public Employees Certificated and/or Classified Personnel.

IV. Open Session – Public Comments

The Board of Trustees will receive comments about items and issues not appearing on tonight's agenda. We ask that those who address the Board limit their remarks to three (3) minutes. Open meeting laws and fairness to other residents, who may have an interest in your topic, prohibit the Board from taking action or engaging in an extended discussion of your concerns. The Board may direct its district staff to meet at a later date with speakers who have specific concerns or needs. The Board may also direct that an issue be placed on a future agenda for discussion and consideration. This permits the Board and staff members to prepare and receive necessary information and for the public to be aware that a topic is being formally considered. We appreciate your cooperation.

Any person may address the Board concerning any item on the agenda and may be granted three (3) minutes to make a presentation to the Board of Trustees at the time a specific item is under discussion or, in the case of a closed session item, prior to the Board convening in closed session. A form is available from the Superintendent's secretary that should be completed and returned to her. Please indicate on the form if additional time is requested and state the reason. The president may grant additional time if circumstances permit.

The public may address the board on any matter pertaining to the school district that is not on the agenda.

V. Superintendent's Report

The Superintendent may report to the Board of Trustees about various matters involving the district. There will be no board discussion except to ask questions or refer matters to staff, and no action will be taken. The item(s) may be listed on a subsequent agenda.

VI. Board Member Reports

Each member of the Board may report about various matters involving the district. There will be no board discussion except to ask questions or refer matters to staff, and no action will be taken. The item(s) may be listed on a subsequent agenda.

VII. Administrative Staff Reports

Each Administrator/Director may report to the Board of Trustees about various matters/events within their school site/department. There will be no board discussion except to ask questions or refer matters to staff, and no action will be taken. The item(s) may be listed on a subsequent agenda.

- A. Mary Buren Elementary School
- B. Kermit McKenzie Intermediate School
- C. Curriculum and Instruction

VIII. Student Recognitions: At this time, the Board of Trustees and Dr. Emilio M. Handall will recognize the Guadalupe Union School District Students of the Month recipients.

The Board of Trustees will take a 10-minute recess at this time.

IX. Consent Agenda

The Board of Trustees will be asked to approve all of the following items by a single vote unless any member of the board or if the public asks that an item be removed from the consent agenda and considered and discussed separately.

- A. Approve Minutes of the Regular Board Meeting of October 10, 2018.
- B. Approve Warrant Listing Report of Expenditures.

- C. Approve Revisions to Board Policies: 0415, 1100, 1330, 1400, 2210, 3290, 3312.2, 3320, 3515.21, 4114, 4140, 4240, 4161.3, 4261.3, 5112.5, 5141.6, 5144.1, 6142.3, 6145.2, 6170.1 6174, 6190.
- D. Approve Revisions to Administrative Regulations: 1330, 3320, 3460, 4157.2, 4257.2, 4357.2, 5141.32, 5141.6, 5144.1, 6145.2, 6174.
- E. Approve Revisions to Board Bylaw Policies: 9110, 9310.
- F. Approve Deletion of Board Policy: 1020.
- G. Approve Deletion of Administrative Regulations: 3312.2, 4161.3, 4261.3.
- H. Approve Declaration of Disposal, Obsolete or Surplus Property: 1998 Dodge Van
- I. Approve School Bus Lease Agreement by and between the Guadalupe Union School District and Vista Del Mar School District.
- J. Approve Internship Contract Agreement by and between Brandman University and Guadalupe Union School District.
- K. Approve the Brandman University (Chapman University System) Supervised Fieldwork Agreement.

It is being recommended that Consent Agenda Items IX. A, B, C, D, E, F, G, H, I, J and K be approved, as presented.

X. Items Scheduled for Action

A. General Functions

1. **Acceptance of Gifts.** The school district received the following donations for acknowledgement and acceptance:
 - \$5,000 Meghan Herning – Hann Law Firm: Donation to the Mary Buren Elementary School.
2. **Approve Agreement for Purchase and Sale and Joint Escrow Instructions.** Prior to taking action, the Board of Trustees will review and consider the approval of the Agreement for Purchase and Sale and Joint Escrow Instructions.

Discussion:

District Administration has prepared a purchase agreement between the District and the City of Guadalupe for the District's proposed acquisition of approximately 5.1 acres of unimproved land located at site commonly known as the DH Farms Site, in the City of Guadalupe, County of Santa Barbara, State of California (the "Property"). The document entitled "Agreement for Purchase and Sale and Joint Escrow Instructions" comprises the proposed terms for this property transaction. Staff recommends that the Board approve this agreement in order to acquire the Property in accordance with the terms set forth in the agreement.

Action:

- 1) Approval by the Board of the "Agreement for Purchase and Sale and Joint Escrow Instructions" between the District and City of Guadalupe.
- 2) Approval by Board of a delegation of authority to the Superintendent, or his designee, to execute the final Purchase and Sale and Joint Escrow Agreement, subject only to minor, non-substantive revisions made in consultation with staff and District legal counsel, and subject to Board ratification, if necessary.

Staff recommends that the Board of Trustees approve the Agreement for Purchase and Sale and Joint Escrow Instructions as presented.

3. **Approve Facilities Master Plan Proposal.** Prior to taking action, the Board of Trustees will review and consider the approval of the Facilities Master Plan Proposal.

Staff recommends that the Board of Trustees approve the Facilities Master Plan Proposal, as presented.

A. Items Scheduled for Information/Discussion

1. Business / Functions

1. Fund Balance Summary

2. Curriculum/Instruction

1. 2017-2018 Student Achievement Data
2. California Dashboard: Local Indicators Overview
3. History-Social Science Instructional Materials Pilot Update
4. English Learner Reclassification Update

B. Future Agenda Items

C. Adjournment

Future Meetings: **Regular School Board Meeting - Wednesday, December 12, 2018, 5:15 pm at Mary Buren Elementary School, 1050 Peralta Street, Guadalupe, CA 93434.**

Mary Buren Elementary School

The Bobcat News

1050 Peralta Street, Guadalupe, CA 93434

www.maryburen.com Telephone: (805) 343-2411

From the Principal

Dear Bobcat Families,

During last month's parent teacher conferences many of you asked how you could help your student at home. We want to reiterate that the number one way you can help is by ensuring your child reads every day. Why such a heavy focus on reading? Reading is the primary skill students need to access other subjects such as writing, math, science, technology, social studies, and much more.

Additionally, for our 3rd and 4th graders, reading is embedded throughout the State test, California Assessment of Student Performance and Progress (CASPP). Preliminary test results show about half of our students sustained or showed growth in exceeding, meeting or nearly meeting learning standards. As a school we are working on ensuring every student meets or exceeds standards. Every student reading at grade level is a huge factor in accomplishing this.

So, how can you help? Below are three reading comprehension strategies we use in the classroom that you can try with your child to check for comprehension:

1. Have the student retell the story to you. Look for key points from the text. For younger readers, do a picture walk (look at all of the pictures first) prior to reading the book to help increase comprehension.
2. Read one page at a time and ask what just happened on that page. □Same for older readers, just increase the number of pages.
3. Ask your reader to predict what is going to happen next, how is it going to happen – based on how the story goes.

Try these strategies at home and you will greatly add to the reading support we provide your student at school. Your child's teacher is happy to share other reading strategies with you so don't hesitate to ask. Enjoy the upcoming holiday season and remember, together, let's keep making it another great year of learning!

Thank you, *Gracias*,
Ms. Maria Gonzalez, Interim Principal

Learning Focus: Guidelines for Classroom Celebrations

Be safe, be responsible, be respectful—be a great Bobcat role model.



Upcoming Events

November 2: Fall Festival 5:00 p.m.

November 12: Veterans Day
Observed—NO SCHOOL

November 16: Turkey Trot

November 19-23: Thanksgiving
Break—NO SCHOOL

November 29: PTO General
Meeting 6:00 p.m. in Room 8

November 30: Student of the Month
Assemblies

December 14: MINIMUM DAY

December 17-January 4: Winter
Recess—NO SCHOOL

January 7: Staff Development
Day—NO SCHOOL

January 8: Students Return

Announcements

School Site Council

We currently have three positions on our School Site Council (SSC) for a parents. SSC meets monthly to support our students by preparing and reviewing our school plan and monitoring outcomes. If you are interested, please submit a brief letter of interest to the main office.

Changes in After School Pick-Up

November/December 2018

In addition to the hard work our teachers and staff do every day to prepare students for success in the classroom, we can also work to encourage healthy eating and physical activity. Below are some guidelines for parents/guardians regarding classroom celebrations:

- Ask your child's teacher how birthdays are celebrated in class and what non-food or healthy rewards/incentives they use in class. Most teachers already have special ways to recognize student birthdays.
- If you'd like to bring a non-food or healthy treat for your child's birthday, check with the teacher at least one day prior. Teachers plan every second of the day and if parents show up with a treat without checking with teachers first, they will likely not be able to schedule a time to share the treat with the class that day.
- Think of creative non-food items you can provide as a treat. Gift a book or a game to the class from your child, donate recess equipment such as playground balls, or complete a volunteer application to chaperone future field trips for your child.

As educators, caregivers and loved ones we all want the best for our students. Thank you for joining us in giving students healthy opportunities to celebrate important events and achievements.

MARY BUREN ELEMENTARY SCHOOL
SCHOOL SITE COUNCIL
Wednesday, October 17, 2018
4:00 p.m. – call to order

Agenda

I. Call to Order at 4:05 p.m.

- A. Members Present: Maria Gonzalez, Ashley Thompson, Shannon Brough
- B. Membership Needed: 2 parents, 1 teacher, 1 CSEA, 1 community member, 1 admin

II. Approval of Minutes

- A. Unable to approve minutes due to lack of representation

III. New Business/Action Items

- 1. Single Site Plan: Parent Involvement
 - a. Defer to next meeting due to lack of representation
- 2. Gloria Grijalva, CBO (Not in attendance, moved to November meeting)
 - a. Budget and requisition/order updates
- 3. Principal's Report
 - a. Academics
 - 1. Possibility of designated ELD discussed at next staff meeting
 - 2. NGSS professional development began for 3-5 teachers (Day 1 of 4 day PD series)
 - 3. Technology Committee met today
 - b. Attendance (Total enrolled: 700)
 - 1. Mr. Baldizon incentivising attendance with classroom attendance rewards
 - 2. Admin posting attendance statistics on ParentSquare to communicate with parents
 - 3. Admin posting daily attendance on front gate fence for parent communication
 - 4. Front office calling home if students are tardy
 - c. Discipline
 - 1. 3 suspensions, 11 referrals
 - 2. Mostly playground violations/outreach consultant mediations
- 4. Committee Reports (See attached)

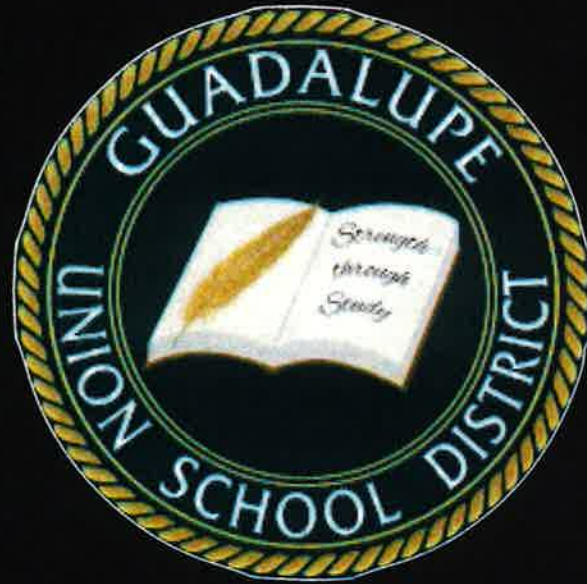
- a. ELAC - Meeting within next month
- b. Sped (No notes communicated)
- c. School Safety Committee - Meeting Oct. 24th
- d. Leadership Team (Minutes attached)
- e. Wellness Committee - Meeting Oct. 29th

IV. Public Comments (None)

V. Announcements and Future Agenda Items

- 1. Gloria Grijalva to attend November meeting (budget report)
- 2. Reach out to CSEA, GTA, administration, parents, and community members for membership
- 3. Look at Single Site Plan: Parent Involvement
- 4. Ms. Gonzalez reach out to D.O. for clarification of purpose/objective of School Site Council

VI. Adjournment at 4:53 p.m.



McKenzie Intermediate School

Monthly Site Report

November 8, 2018



Highlights from MONTH

- Testing Celebrations w/ students & parents
- Super Student Day
- Red Ribbon Week
- Fighting Back Santa Maria Vape/Drug/Alcohol presentation
- Jog-a-thon-----Raised over \$10,000 !!!
- 8th grade Parent Meeting --- Promotion / Magic Mountain
- Hearing Screening

Academic Highlights



- Parent Teacher conferences
- 5th grade science PD
- 6th grade CPM PD in Orcutt
- 2nd quarter progress reports 11-9-18

McKenzie School Information



Enrollment: 586

MONTH Attendance %: 96.75%

Year to Date Attendance: As of 11/08/2018 97.24%

MONTH Tardies: 88

Year to Date Tardies: 170 as of 11/08/2018

Days of Suspension: 34

Number of Suspensions: 14

Upcoming School Events

- Hearing Screening
- Restorative Justice Parent Information Night---TBD





GUADALUPE UNION SCHOOL DISTRICT NUTRITION SERVICES

To: Board of Trustees
From: Dena Boortz
CC: Dr. Emilio Handall
Date: November 5, 2018
Re: Department Update

The Nutrition Services Department has been busy providing meals and snacks to students during the first month of the new school year.

Counts for October	Mary Buren		Kermit McKenzie		District	District
	2018	2017	2018	2017	2018	2017
Days of Operation	23	22	23	22	23	22
Enrollment	699	870	585	441	1,284	1,296
Breakfast Served	14,007	17,925	10,993	8,073	25,000	25,998
Participation					84.7%	91.2%
Lunch Served	14,202	17,719	10,978	7,834	25,180	25,553
Participation					85.3%	89.6%
After-School Snack*	2,401	1,320	1,860	1,135	4,261	2,892

* Snacks are being served at Mary Buren, Kermit McKenzie, River View, MESA and Homework Club

CA-Grown Fresh School Meals Grant Awarded

Guadalupe Union School District is a grant recipient. The award is for \$94,200; split between the two sites. The purpose of the grant is to encourage schools participating in the National School Lunch and Breakfast programs to purchase California-grown food, and to expand the number of freshly prepared meal that use California-grown ingredients. Our grant specifies the purchase of California-grown produce, tools and supplies for our school gardens and

professional development sessions. We are working closely with the Parent Wellness Committee to coordinate and implement the grant. Our first activity will be to provide California-grown produce at the Turkey Trot on Friday, November 16th for students to sample a variety of fruits and vegetables. More information will be provided at a later date.

Staff Changes:

Eva Cedillo will be retiring as of November 30, 2018. Eva has been with the District for 13 years.

If you have any questions, please do not hesitate to contact me at dboortz@gusdbobcats.com or 343-1196.

Respectfully submitted,

Dena

**GUADALUPE UNION SCHOOL DISTRICT
BOARD OF EDUCATION**

**REGULAR SCHOOL BOARD MEETING MINUTES
Wednesday, October 10, 2018**

Board President, Mrs. Diana Arriola, called the board meeting of October 10, 2018, to order at 5:18 pm. The flag salute was held at this time.

MEMBERS PRESENT Mrs. Diana Arriola, Mrs. MaryLou Sabedra-Cuello, Ms. Sheila Marie C. Cepeda, Mr. David Hosking and Mr. Jose Pereyra

ABSENT None

PRESENT Dr. Emilio M. Handall, Superintendent/Board Secretary; Gloria Grijalva, CBO; Anne Rigali, Director of Pupil Services; Maria Gonzalez, Mary Buren Interim-Principal; Angela Soares, Assistant Principal; Gabriel Solorio, Kermit McKenzie Intermediate School Principal; Alejandra Mora, ASES Supervisor; Marytza Guzman, Administrative Assistant.

OTHERS PRESENT Isabel Felix, Victorina Cristobal, Mara Zaragoza, Ana Hernandez, Juan Hernandez, Maria Rios, Maria Soledad, Olivia Luna Guizar, Francisco Guizar, Teresa Guerrero, Joseph Medina and Sara Onotre.

MOTION A motion was made by Mr. Pereyra, seconded by Mrs. Sabedra-Cuello and carried to approve the agenda.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra
Absent: None

Closed Session Public Comments None

Close Session Board adjourned to Closed Session at 5:20 pm.

Reconvene Board President, Mrs. Arriola called the regular board meeting back to order at 6:30 pm. Mrs. Arriola announced the following action;

In closed session, there was a motion and a second to approve the Certified and/or Classified Personnel Order 2018/2019-04 as presented.

Open Session Public Comments None

Superintendent's Report Dr. Emilio M. Handall thanked the Guadalupe Union School District staff and students for putting together a breakfast with flyers made by students in celebration of the National Administrators' Day. Dr. Emilio M. Handall thanked Alicia Solis and the whole team from the Guadalupe Kids Come First Foundation for hosting its fifth annual Golf Tournament on September 29, 2018, he's looking forward to next year's event. United Parents-Padres Unidos had a turnout of 55 parents in the last session. Dr. Emilio M. Handall attended and Equity Summit hosted by Santa Maria Joint High School District. Kermit McKenzie students will end their first term this coming Friday and reports will be going out soon.

Board Member Report

Mr. Pereyra reported that he had the opportunity to volunteer at the Guadalupe Kids Come First Foundation Golf Tournament, he thanked all of the volunteers that participated.

Mrs. Sabedra-Cuello reported that she had a great time volunteering at the Guadalupe Kids Come First Foundation Golf Tournament.

Ms. Cepeda thanked everyone that participated at the Guadalupe Kids Come First Foundation Golf Tournament. Ms. Cepeda thanked Dr. Emilio M. Handall for the good communication with parents with the lockdown event at Kermit McKenzie Intermediate School.

Mr. Hosking reported that he enjoyed golfing at the Guadalupe Kids Come First Foundation Golf Tournament and he hopes to be able to help out at the Jog-a-thon this coming Friday.

Mrs. Arriola stated that she wasn't able to make it to the Guadalupe Kids Come First Foundation Golf Tournament. Mrs. Arriola thanked Guadalupe Union School District staff and first responders with the lockdown event at Kermit McKenzie Intermediate School.

Administrative Staff Reports

Mr. Solorio mentioned the lockdown at Kermit McKenzie Intermediate School and thanked Dr. Emilio M. Handall for the communication, the Guadalupe Police Department, FBI and staff. Mr. Solorio reported that there was a Fire Drill on September 24, 2018, and on October 1-3rd, Big Smiles was present at Kermit McKenzie Intermediate School to do dentist work on students. On October 5, 2018, 5th – 7th grade students were taken to Jack O'Connell Park to have lunch and celebrate their good job with the state testing. Mr. Solorio reported academic highlights, upcoming activities and an upcoming Vaping Presentation for parents presented by Fighting Back Santa Maria on October 25, 2018.

Ms. Gonzalez informed the board with Mary Buren Elementary School important event dates; such as Parent Project sessions on its third week, the classes get an average of 42 parents who attend. Student Assembly, Ms. Gonzalez is incorporating a little bit of AVID and worked with goal settings with Mary Buren Elementary students. Ms. Gonzalez stated that there is Migrant Saturday School happening. Upcoming events: Parent Teacher Conferences, Box Tales performance, Almaguer Family will be donating pumpkins, there will be an Earthquake Drill and Safety meeting.

Mrs. Mora presented in behalf of ASES Program. Mrs. Mora gave an overview of current enrollment; Mary Buren Elementary School is funded for 84 students yet their average of daily students is 130. Kermit McKenzie Intermediate School is funded for 35 students and has an average of daily attendance of 43 students. Mrs. Mora stated that due to the current waitlist, the ASES Program will be applying for more funds this year. Mrs. Mora reported of upcoming events: Guadalupe Dunes Center will be doing an 8-week Archeology class at Mary Buren Elementary School Site, will be applying for Grants and will be working on renewing the ASES Grant.

Guadalupe Union School District

Student Recognition

At this time the Board of Trustees and Dr. Emilio M. Handall recognized the students of the month from Mary Buren Elementary School and Kermit McKenzie Intermediate School. Students of the Month for Kermit McKenzie Intermediate School were: Francisco Porraz, Erick Hernandez, Dayra Aguilar, Lisbeth Angeles. Students of the Month for Mary Buren Elementary School were: Bryan Leal, Jassmine Marin, Roselyn Hernandez Mendoza, Ana Delgado Onofre, Alexia Medina, Jorge Guzman Rios.

Consent Agenda

A motion was made by Mr. Hosking, seconded by Mr. Pereyra and carried to approve the consent agenda items A, B, C, D and E as presented.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra

ITEMS SCHEDULED FOR ACTION

A. General Functions

Public Hearing

Board President, Mrs. Diana Arriola opened the Public hearing at 7:05 pm. No public comments were made. The Public Hearing was closed at 7:06 pm.

Resolution

Roll Call was taken for the adoption of Resolution # 2018/2019 – 06, Governing Board Authorization to Pay Invoice of Over One Year.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra
Absent: None

New Gymnasium Proposal

A motion was made by Ms. Cepeda, seconded by Mr. Pereyra to approve the New Gymnasium Proposal.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra
Absent: None

Resolution

Roll Call was taken for the adoption of Resolution # 2018/2019 – 07, Governing Board Delegation of Governing Board Powers/Duties.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra
Absent: None

Resolution

Roll Call was taken for the adoption of Resolution # 2018/2019 – 08, Governing Board to Enter into Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2018-19.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra
Absent: None

Donations

A motion was made by Mr. Pereyra, seconded by Mrs. Sabedra-Cuello to acknowledge and accept the donations and that a letter of appreciation be sent to the donor.

- \$500 Mike Casola – The Cliffs Resort & Spa: Donation to the Mary Buren Elementary School ASB Kindergarten class.
- \$500 John Maretti: Donation to the Mary Buren Elementary School ASB Kindergarten class.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra
Absent: None

B. Employee/Personnel

Revised Accounting Tech. I Job Title A motion was made by Mrs. Sabedra-Cuello, seconded by Mr. Hosking to approve and adopt the Revised Job Title and Description: Accounting Technician I- Purchasing.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra
Absent: None

Revised Accounting Tech. I Job Title A motion was made by Mr. Hosking, seconded by Mr. Pereyra to approve and adopt the Revised Job Title: Accounting Technician I-Payables.

Ayes: Arriola, Sabedra-Cuello, Cepeda, Hosking and Pereyra
Absent: None

B. Items Scheduled for Information/Discussion

1. General Functions

1. District Student Enrollment Projections
2. Guadalupe Kids Come First Foundation
3. Board Policies Update

2. Business/Financial

1. Fund Balance Summary - September 2018

3. Pupil Personnel

1. Inter-District Summary Report – September 2018

Future Agenda Items

Adjournment

A Motion was made by Mr. Hosking, seconded by Mrs. Sabedra-Cuello and carried to adjourn the meeting at 9:24 pm.

Next Regular Meeting:

Regular School Board Meeting – Wednesday, November 14, 2018, 5:15 pm, Mary Buren Elementary School, 1050 Peralta Street, Guadalupe, CA 93434

**GUADALUPE UNION SCHOOL DISTRICT
SCHOOL DISTRICT BOARD APPROVAL LIST
November 14, 2018**

WARRANTS ISSUED FROM: 10/1/2018-10/31/2018

DISTRICT VENDOR PAYMENTS	639,013.66
CERTIFICATED PAYROLL	683,698.47
CLASSIFIED PAYROLL	243,710.78
PAYROLL BENEFITS	284,535.19

TOTAL WARRANTS ISSUED	1,850,958.10
------------------------------	---------------------

The payable and payroll transactions listed above have been issued in accordance with the District's policies and constitute legal claims against the district. It is recommended that the Board of trustees approve them.

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-536607	10/01/2018	Mehgan E. Gardner	01-4310	Must grab now \$150 for new teachers		150.00
01-536608	10/01/2018	Erin L. Van De Roovaart	01-4310	Science Department Pre Auth. 2018-19		141.67
01-536609	10/01/2018	Aa Door & Sash	01-4300	Door Repairs & Supplies		132.84
01-536610	10/01/2018	All City Management	01-5800	Crossing Guards 2018-19		2,855.52
01-536611	10/01/2018	Alpine Refrigeration	13-5640	Maintenance & Repairs of Refrigeration Products		868.86
01-536612	10/01/2018	Amazon Capital Services	01-4310	Supplies: ASES 2018/19 School Year	336.08	
			01-4400	Sony Over the Ear, HeadphonesTk-2, 3rd & 6th Gr	888.62	
				Wireless Voice Audio Transmitter System	2,267.99	
				Unpaid Tax	236.99-	3,255.70
01-536613	10/01/2018	American Cleaners & Laundry	01-4300	Windshield Towels, Rugs & Inventory Maint.	208.00	
			13-5560	CNS Linen & Laundry Service	197.90	405.90
01-536614	10/01/2018	Aramco Inc	01-4300	Cleaning Supplies		111.35
01-536615	10/01/2018	Armstrong's Lock And Key	01-4300	Lock/Key Supplies		31.32
01-536616	10/01/2018	Avid Center	01-5800	AVID Excel Benefit Package		925.00
01-536617	10/01/2018	Berry Man, Inc. dba	13-4710	Produce 2018-19		1,461.90
01-536618	10/01/2018	Carquest Auto Parts	01-4300	Auto Parts & Supplies		20.40
01-536619	10/01/2018	Carr's Boots & Western Wear	01-4300	Work Boots MOT \$150.00/Person		288.23
01-536620	10/01/2018	Crystal Creamery	13-4710	CNS Dairy Products		2,920.20
01-536621	10/01/2018	Eagle Energy	01-4370	Fuel for District Vehicles		650.20
01-536622	10/01/2018	Edna's Bakery	13-4710	CNS Bread Items		344.61
01-536623	10/01/2018	Ernest Packing Solutions	01-4300	Custodial Supplies		1,005.63
01-536624	10/01/2018	Ewing Irrigation	01-4300	Landscaping Materials 2017-18		83.70
01-536625	10/01/2018	Federal Express	01-5919	Cal Card US Bank	41.80	
			DGS		61.61	103.41
01-536626	10/01/2018	Ferguson Enterprises Inc.#1350	01-4300	Plumbing Supplies		99.39
01-536627	10/01/2018	Five Star Grafix, Inc	01-4300	MagneVehicle and Aluminum Sign		201.20
01-536628	10/01/2018	Frontier Communications	01-5910	DO:Phone Service (Fax)		166.97
				805-343-6155-022690-5		
01-536629	10/01/2018	Frontier Communications	01-5910	MB:Phone Service 805-343-1599-092778-5		230.52
01-536630	10/01/2018	Gbc	01-4310	MB: Laminating Film (20 rolls)		378.00
01-536631	10/01/2018	Guadalupe Hardware Company Inc	01-4300	Maintenance Supplies		453.29
01-536632	10/01/2018	Heinemann	01-4110	Reading Programs & Books, LA & ELA Curriculum		459.10
01-536633	10/01/2018	La Fuente Deli	01-4300	School Site Council Meetings MB		50.75
01-536634	10/01/2018	More Office Solutions	01-4312	Copier Usage Contract: MB/KM/DO		2,889.86

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 1 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-536635	10/01/2018	Ocean Cities Pizza, Inc. dba Domino's Pizza	13-4710	CNS Pizza Program		757.96
01-536636	10/01/2018	Office Depot/bus Serv Division	01-4300	Office Supplies: KM Admin/Instr.		189.46
01-536637	10/01/2018	Procare Janitorial Supply	01-4400	Replace KM Custodian Carpet Vacuum		431.99
01-536638	10/01/2018	Santa Maria J.u. High School	01-4380	Transportation Maint/Fuel 2018-2019	668.43	
			01-5640	Transportation Maint/Fuel 2018-2019	487.54	1,155.97
01-536639	10/01/2018	Southwest School Office Supply	01-4310	4th Grade Supplies	76.90	
				All Grades --ELA/RW/WW & Supply Cabinet	1,037.22	1,114.12
01-536640	10/01/2018	Sysco Food Services Of L.a.	13-4710	CNS Food & Supplies		12,383.03
01-536641	10/01/2018	Trudy T. Arriaga, Ed.D.	01-5800	Superintendent/Board Workshop w/Dr. Arriaga		1,500.00
01-537585	10/08/2018	Mariadejesus H. Gonzalez	01-5220	Meal Fund for Principal's Academy		161.00
01-537586	10/08/2018	Alejandra Serrato Mora	01-5210	Learning Network Meeting-Mileage Reimbursement		140.61
01-537587	10/08/2018	Amazon Capital Services	01-4300	Amazon Business Capital/Curriculum Supplies	181.35	
			01-4310	5th Grade Science Supplies	273.17	
				Unpaid Tax	13.43-	441.09
01-537588	10/08/2018	American Cleaners & Laundry	01-4300	Windshield Towels, Rugs & Inventory Maint.		44.00
01-537589	10/08/2018	Armstrong's Lock And Key	01-4300	Lock/Key Supplies		405.00
01-537590	10/08/2018	Berry Man, Inc. dba	13-4710	Produce 2018-19		872.95
01-537591	10/08/2018	C.A.S.H.	01-5300	C.A.S.H. Membership Dues 12/1/18-11/30/19		418.00
01-537592	10/08/2018	CA Dept of Social Services	01-5835	Child Care Center License Fee		484.00
01-537593	10/08/2018	Carr's Boots & Western Wear	01-4300	Work Boots MOT \$150.00/Person		150.00
01-537594	10/08/2018	City of Santa Maria	13-5570	CNS Hazardous Waste Disposal		391.50
01-537595	10/08/2018	Crystal Creamery	13-4710	CNS Dairy Products		1,311.97
01-537596	10/08/2018	Ecolab	13-4790	CNS Cleaning Supplies		270.24
01-537597	10/08/2018	Ernest Packing Solutions	01-4300	Custodial Supplies		4,057.17
01-537598	10/08/2018	Frontier Communications	01-5911	DO:Ethernet 213-003-0371-091004-5		469.74
01-537599	10/08/2018	Home Depot	01-4300	Maintenance Supplies		95.08
01-537600	10/08/2018	Julie Avnit	01-5800	Facilities Coordinator -40 & Prop 39 -6230	300.00	
			40-5800	Facilities Coordinator -40 & Prop 39 -6230	5,475.00	5,775.00
01-537601	10/08/2018	Kansas State Bank	01-7438	Chromebooks KM - 3 of 3 Year Lease	37.50	
			01-7439	Chromebooks KM - 3 of 3 Year Lease	1,284.82	1,322.32
01-537602	10/08/2018	Kathleen Blake	01-5800	Speech/Language Assessments and Services		7,700.00
01-537603	10/08/2018	Kenneth S. Klein	01-5800	Media Press Release Services		450.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 2 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-537604	10/08/2018	Medical Billing Technologies	01-5800	Medical Billing Serv.: MAA, - LEA		249.39
01-537605	10/08/2018	More Office Solutions	01-4312	Copier Usage Contract: MB/KM/DO		1,713.80
01-537606	10/08/2018	Nursecore	01-5800	Covering Vacation & Sick Days: School Nurse Dept		539.10
01-537607	10/08/2018	Office Depot/bus Serv Division	01-4300	Black Ink Cartridge- A. Groppetti	64.79	
				Office Supplies: Curriculum Office	245.71	
				Office Supplies: KM Admin/Instr.	89.14	399.64
01-537608	10/08/2018	Office Equip Finance System	01-5615	Copier Lease BO S#QW13043	116.64	
				Copier Lease MB Offc & Libr S#UMU057788 & WSB05104	260.13	
				Copier Lease: KM (8Plx) S#XNM01029	164.34	541.11
01-537609	10/08/2018	P G & E 4794541299-8	01-5520	Electricity MB Peralta 4794541299-8		2,225.68
01-537610	10/08/2018	P G & E 6377505170-7	01-5520	Electricity (KM) 6377505170-7		4,241.49
01-537611	10/08/2018	Rayne Water Conditioning	13-4300	CNS Soft Water Services		123.30
01-537612	10/08/2018	Ronald Espinosa	01-5800	APE Services		1,980.00
01-537613	10/08/2018	Santa Barbara Co.Educ. Office	01-5300	SBCSBA Annual Dues 2018-19		200.00
01-537614	10/08/2018	Self-Insured Schools Of Ca	67-9510	Oct 2018 Health Insurance Premium		115,621.20
01-537615	10/08/2018	So.cal. Gas Co. 161-314-9900	01-5510	Natural Gas Service:Utility 1050 Peralta		34.56
01-537616	10/08/2018	So.cal.gas Co. 159-214-9900	01-5510	Natural Gas Service:Utility 1050 Peralta		170.25
01-537617	10/08/2018	So.cal.gas Co. 178-315-3500	01-5510	Natural Gas Service:Utility 4710 Main		294.67
01-537618	10/08/2018	Southwest School Office Supply	01-4310	1st Grade Supplies	166.55	
				3rd Grade Supplies	823.26	989.81
01-537619	10/08/2018	Stanley Convergent Security So	01-5590	Alarm System Monitoring: MB & KM		129.73
01-537620	10/08/2018	State Of California Office Of Food Distr.	13-4710	CNS USDA Commodity Fees		247.95
01-537621	10/08/2018	Sysco Food Services Of L.a.	01-4300	Nabisco Saltine crackers-Health Office	17.92	
			13-4710	CNS Food & Supplies	132.37	150.29
01-537622	10/08/2018	Total Compensation Systems	01-5810	Actuary Services for GUSD (Final Payment)		2,160.00
01-537623	10/08/2018	Verizon Wireless	01-5910	Verizon Wireless & Mifi District Wide	1,025.43	
			13-5910	Verizon Wireless & Mifi District Wide	179.23	1,204.66
01-537624	10/08/2018	Waste Management - H S S	01-5570	DO Waste/Recycling 60080-05007	532.17	
				KM Waste/Recycling 60078-05001	896.96	
				MB Waste/Recycling 60079-85003	878.61	
			13-5570	KM Cafe Waste/Recycling 60078-05001	764.07	
				MB Cafe Waste/Recycling 60079-85003	811.02	3,882.83
01-537625	10/08/2018	Wells Fargo Bank Northwest,NA Insight 39001 MAC:U1240-026	01-7438	360 Chromebooks & Mgmnt 3yr Lease: Yr1	175.01	
			01-7439	360 Chromebooks & Mgmnt 3yr Lease: Yr1	2,077.99	2,253.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 3 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-537626	10/08/2018	Wells Fargo Vendor Fin Serv	01-7438	TK-2nd Grade iPads Q#2204799432 Lease	29.12	
			01-7439	TK-2nd Grade iPads Q#2204799432 Lease	221.26	250.38
01-537627	10/08/2018	Wells Fargo Vendor Fin Serv	01-7438	Apple Ipads, TVs, Set-up, Services Yr2-3yr Lease	123.08	
			01-7439	Apple Ipads, TVs, Set-up, Services Yr2-3yr Lease	4,595.59	4,718.67
01-538743	10/15/2018	Frank J. Clark	13-4790	Reimbursement for work shoes		96.95
01-538744	10/15/2018	Estella Guzman	13-4790	Reimbursement for work shoes		100.00
01-538745	10/15/2018	Martha E. Padilla-Garcia	13-4790	Reimbursement for work shoes		100.00
01-538746	10/15/2018	American Cleaners & Laundry	01-4300	Windshield Towels, Rugs & Inventory Maint.	126.00	
			13-5560	CNS Linen & Laundry Service	211.15	337.15
01-538747	10/15/2018	Arnulfo's Spices	13-4710	Food - Beans & Spices		425.00
01-538748	10/15/2018	Berry Man, Inc. dba	13-4710	FFVP Produce Produce 2018-19	1,222.70 976.55	2,199.25
01-538749	10/15/2018	Burnham Benefits Ins. Services	01-3901	Full-Service Consulting 18/19		2,333.33
01-538750	10/15/2018	Casa Pacifica Centers	01-5800	Counseling Services 2018-19		800.00
01-538751	10/15/2018	City Of Guadalupe	01-5530	Water Service:GUA-0002/MB Water Service:GUA-0003/MB Water Service:GUA-0015/MB Water Service:MCK-0003/KM	103.80 358.61 518.79 450.08	
			13-5530	CNS Water GUA-0016	879.03	2,310.31
01-538752	10/15/2018	Crystal Creamery	13-4710	CNS Dairy Products		1,608.42
01-538753	10/15/2018	Eagle Energy	01-4370	Fuel for District Vehicles		444.17
01-538754	10/15/2018	Edna's Bakery	13-4710	CNS Bread Items		802.88
01-538755	10/15/2018	Enterprise Rent-A-Car	01-5220	Personnel Administrators Academy Car rental		121.65
01-538756	10/15/2018	Ernest Packing Solutions	01-4300	Custodial Supplies		370.66
01-538757	10/15/2018	More Office Solutions	01-4312	Copier Usage Contract: MB/KM/DO		2,889.86
01-538758	10/15/2018	NIC Partners Inc.	01-5800	Recurring Monthly Charges 2018-19		3,603.11
01-538759	10/15/2018	No Limit Tire	01-5640	Tires/Tire Repairs		292.90
01-538760	10/15/2018	Ocean Cities Pizza, Inc. dba Domino's Pizza	13-4710	CNS Pizza Program		1,286.93
01-538761	10/15/2018	Office Depot/bus Serv Division	01-4310	Office Supplies: ASES - A.Mora		65.48
01-538762	10/15/2018	Office Equip Finance System	01-5615	Copier Lease DO S#JWH16181		204.12
01-538763	10/15/2018	Olga Santos	01-5800	Interpretation & Translation Services		93.56
01-538764	10/15/2018	P G & E 0055322415-5	01-5520	Electricity MB 0055322415		1,413.55

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 4 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-538765	10/15/2018	P G & E 5888676235-8	01-5520	Electric MB Peralta&10th 5888676235-8		1,673.38
01-538766	10/15/2018	P G & E 6544954354-8	01-5520	Electric MB Peralta&11th 6544954354-8		438.78
01-538767	10/15/2018	Ready Refresh by Nestle	01-5530	Water D.O., Breakroom, Curriculum	149.31	
				Water Mary Buren	47.50	
				Water McKenzie	75.48	
			13-4300	CNS Drinking Water MB	87.27	359.56
01-538768	10/15/2018	San Luis Unified Coastal SD	13-5310	CNS Central Coast CNS Co-op Dues		50.00
01-538769	10/15/2018	Sysco Food Services Of L.a.	13-4710	CNS Food & Supplies		7,914.70
01-538770	10/15/2018	Townsend Public Affairs, Inc	01-5800	Legislative & Funding Advocacy		3,000.00
01-538771	10/15/2018	U.S. Bank	01-4110	Great Minds - Eureka Math	200.25	
				Heinemann Phonics Kits K 1	593.28	
			01-4300	Acoustic Tiles For Replacing in Classrooms.	359.38	
				Apple Computer Repairs	275.87	
				Board & Supt Workshop Supplies & Meeting	178.22	
				Recognition Engraving & Awards: Service Pins-90	665.50	
				Red Ribbon Week Supplies	131.92	
				Superintendent Meetings w/GTA	73.37	
				UCSP EOP Rep Lunch Meeting	32.94	
				WPS:Record Forms-S/L Yingst	180.58	
			01-4310	Office Depot: 140 Green Folders 3rd Gr - M.Berry	52.92	
			01-4400	Basketball Rims.	474.50	
				Replace Broken Hand Dryers.	1,188.00	
			01-5220	ACSA C&I Academy - G. Branum	1,834.79	
				ACSA Leadership Summit - A. Rigali	865.39	
				ACSA Personnel Admin Academy 2018-19 A.Flores	240.12	
				ACSA Principal's Academy - M. Gonzalez	1,594.66	
				CSBA Brown Act Conference - M. Guzman	199.00	
				Every Child Counts Symposium-A. Rigali	425.00	
				Supt Leadership Conf - Meal	12.62	
				Title I CDE Conference - G. Branum	625.00	
			01-5640	PODS/Storage Container KM Band Equip.	213.65	
			01-5800	ACSA 2018-19 Admin Academies - A.Rigali	469.92	
				Buswest: Install. Bus Child Safety Systems	2,800.00	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 5 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-538771	10/15/2018	U.S. Bank		Pearson Clinical BASC Online	50.00	
				Scoring-Andrechek		
			01-5835	Parallels MAC Programs Subscription	99.99	
			01-5919	Postage Fees & Monthly Service	274.99	
			13-4300	CNS Food Safety Certifications	248.00	
			13-4710	Nutrition Services - Food 4710	14.98	
			13-4790	CNS Supplies 4790	87.95	
			13-5210	CNS Fuel for Department Vehicle	39.05	
			13-5220	Conf AR Prereview Training 9-25	23.15	
				Title I Conference - D.Boortz	525.00	
			13-5800	CNS Vehicle Cleaning	8.00	
				CNS Vehicle Maintenance & Repair	94.34	
				Unpaid Tax	147.07-	15,005.26
01-539798	10/22/2018	Perla Rocio Alvarez	13-4790	Reimbursement for work shoes		100.00
01-539799	10/22/2018	Michelle E. Berry	01-4310	GKCF Mini Grant(Q-Ball)		191.00
01-539800	10/22/2018	Rosa F. Garcia	01-4310	Grant #6710 GKCF-R. Garcia		279.92
01-539801	10/22/2018	Subrina R. Jaime	13-4790	Reimbursement for work shoes		100.00
01-539802	10/22/2018	Erin L. Van De Roovaart	01-4300	Reimbursemen for Classroom Supplies		123.71
01-539803	10/22/2018	Access Information Protected	01-5570	Document Shredding Service		165.53
01-539804	10/22/2018	All City Management	01-5800	Crossing Guards 2018-19		4,283.28
01-539805	10/22/2018	Amazon Capital Services	01-4310	5th Grade Science Supplies	51.99	
				Books for Gr 1 - Putnam	5.39	
				GRANT #6704 GKCF Social Ed.-	312.94	
				A.Thompson		
				MB CSA Supplies: Vests, Cones, Outlets	340.35	
			01-4400	Anker Bluetooth Speakers	302.30	
				Cyber Acoustic Desktop Computer	151.10	
				Speakers-S. Perez		
				HP Notebooks Replacemt MB(9)/	6,320.01	
				KM(4)/DO(1)		
				HP Power Adapters - (20) Student	247.10	
				Chromebooks		
				Sony Boomboxes TK-1st Grade	187.92	
			13-4790	CNS Napkin Dispensers	61.84	
				Unpaid Tax	487.37-	7,493.57
01-539806	10/22/2018	American Cleaners & Laundry	01-4300	Windshield Towels, Rugs & Inventory Maint.	126.00	
			13-5560	CNS Linen & Laundry Service	136.35	262.35
01-539807	10/22/2018	Armstrong's Lock And Key	01-4300	Lock/Key Supplies		245.60

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 6 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-539808	10/22/2018	Berry Man, Inc. dba	13-4710 FFVP Produce		1,403.30	
			Produce 2018-19		2,600.90	4,004.20
01-539809	10/22/2018	Boys & Girls Club Of Sm Valley	01-5800 Services Provided - M.Buren & McKenzie			9,084.53
01-539810	10/22/2018	Carr's Boots & Western Wear	01-4300 Work Boots MOT \$150.00/Person			268.79
01-539811	10/22/2018	Cromer Material Handling	01-5800 Forklift Service			369.29
01-539812	10/22/2018	Crystal Creamery	13-4710 CNS Dairy Products			3,051.08
01-539813	10/22/2018	Dorman Hydro-Seeding	01-4300 Grass Seed For Play Fields.		594.00	
				Unpaid Tax	44.00-	550.00
01-539814	10/22/2018	Edna's Bakery	13-4710 CNS Bread Items			958.30
01-539815	10/22/2018	Ernest Packing Solutions	01-4300 Custodial Supplies			2,207.26
01-539816	10/22/2018	Ewing Irrigation	01-4300 Landscaping Materials 2017-18			139.50
01-539817	10/22/2018	Fence Factory Inc.	01-5800 Replace Gate with Panic Hardware front Entrance.		4,087.80	
				Unpaid Tax	302.80-	3,785.00
01-539818	10/22/2018	Frontier Communications	01-5910 KM: Phone Service			340.25
			805-343-2371-071186-5			
01-539819	10/22/2018	Frontier Communications	01-5911 KM:Ethernet 213-052-1039-072815-5			811.62
			Cir40LUX016812			
01-539820	10/22/2018	Frontier Communications	01-5911 MB: Ethernet 213-055-9238-072815-5			377.50
			CirLUX016813			
01-539821	10/22/2018	Frontier Communications	01-5910 DO:Phone Service (Alarm)			124.71
			805-343-2911-081099-5			
01-539822	10/22/2018	Frontier Communications	01-5911 DO: Circuit Wiring 805-197-0013-063018-5			1,875.08
01-539823	10/22/2018	La Fuente Deli	01-4300 School Site Council Meetings			26.31
01-539824	10/22/2018	Lacey Akins Marketing & Design	13-5800 CNS Website & Logo Development			1,095.00
01-539825	10/22/2018	Lakeshore Learning Materials	01-4400 Lakeshore Kinder Bikes September 21, 2018			2,151.36
01-539826	10/22/2018	Leonard David El Bey Trust	01-4310 Restorative Pract, Consultant-Leonard Flippen			2,970.00
01-539827	10/22/2018	Nagsco	13-5640 CNS Filters for Exhaust Hoods			45.00
01-539828	10/22/2018	Ocean Cities Pizza, Inc. dba Domino's Pizza	13-4710 CNS Pizza Program			698.97
01-539829	10/22/2018	Office Depot/bus Serv Division	01-4300 Office Supplies District Office		76.54	
			Office Supplies: KM Admin/Instr.		69.09	
			01-4310 Office Supplies: ASSES - A.Mora		55.96	
			Office Supplies: KM Admin/Instr.		136.56	
			12-4300 Blk Ink & Dry-Erase Board for Preschool-B. Pollard		99.34	437.49

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 7 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-539830	10/22/2018	Office Equip Finance System	01-5615	Copier Lease: MB, KM, DO (Curr.)#0421592		1,384.98
01-539831	10/22/2018	Point Of Action	01-4310	Polo Shirts AVID 10-12-18		311.04
01-539832	10/22/2018	Postmaster	01-5919	Bulk Mailing: District Parent Letters		242.52
01-539833	10/22/2018	Procure Janitorial Supply	01-4300	Cleaning/Janitorial Supplies		105.62
01-539834	10/22/2018	Ronald Espinosa	01-5800	APE Services		1,980.00
01-539835	10/22/2018	Santa Barbara Co.Educ. Office	01-4300	District Forms Printed by SBCEO	1,007.35	
			01-5220	CASC:Clear Admin.Credentials Prog - A.Soaes	2,500.00	
				CASC:Clear Admin.Credentials Prog - M. Gonzalez	2,500.00	
			13-4790	CNS Printing Services	70.00	6,077.35
01-539836	10/22/2018	Scholastic, Inc.	01-4310	MB Scholastic News PK-4		207.03
01-539837	10/22/2018	Southwest School Office Supply	01-4300	MB Office/Instructional Supplies	586.09	
			01-4310	2nd Grade Supplies	51.38	
				All Grades --ELA/RW/WW & Supply Cabinet	12.80	
				PreK Supplies	171.16	821.43
01-539838	10/22/2018	Stanley Convergent Security So	01-5590	Alarm System Monitoring: MB & KM		129.73
01-539839	10/22/2018	Student Transport of America	01-5800	Student Transportation 2018-2019		10,950.67
01-539840	10/22/2018	Sysco Food Services Of L.a.	13-4710	CNS Food & Supplies		12,864.57
01-539841	10/22/2018	T2 Engineering	01-4400	KM (12) Radios for Campus Safety		757.80
01-539842	10/22/2018	Tech-Time Communications	01-5640	Bell Monitoring/Repairs 5640		312.00
01-539843	10/22/2018	United Refrigeration	01-4300	Filters for HVAC Compliance		27.04
01-539844	10/22/2018	Valley Glass & Mirror	01-4380	Supplies for Repairing Windows		144.89
01-539845	10/22/2018	Vernon Edwards	22-5640	8Plex Building at Kermit McKenzie		165,842.92
01-539846	10/22/2018	Western Exterminator Co.	01-5800	Gopher Extermination & Pest Control	320.00	
			13-5800	CNS Pest Management	155.00	475.00
01-540807	10/29/2018	Kendall S. Andrechek	01-5220	ADOS-2 Clinical Workshop	954.22	
				ADOS-2 Clinical Workshop- Mileage	272.50	1,226.72
01-540808	10/29/2018	Veronica Barrios	01-5220	Aeries Fall 2018 Conference- Meals and Mileage		236.77
01-540809	10/29/2018	Ignacio A. Cornejo	13-4790	Reimbursement for work shoes		100.00
01-540810	10/29/2018	Mariadejesus H. Gonzalez	01-5220	ACSA Principals Academy- Fuel Rental Car		31.73
01-540811	10/29/2018	Emilio Handall	01-5220	ACSA Personnel Admin. -Mileage Reimbursement		231.19
01-540812	10/29/2018	Maria G. Narez	13-4790	Reimbursement for work shoes		100.00
01-540813	10/29/2018	All City Management	01-5800	Crossing Guards 2018-19		2,379.60

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 8 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-540814	10/29/2018	Amazon Capital Services	01-4300	MB & KM: Charlotte Danielson Evaluation Books	429.25	
			01-4400	Asus VE278H Monitor-Anita Flores	182.03	611.28
01-540815	10/29/2018	American Cleaners & Laundry	01-4300	MOT: Windshield Towels, Rugs & Inventory Maint.	126.00	
			13-5560	CNS Linen & Laundry Service	61.55	187.55
01-540816	10/29/2018	AMS.NET, Inc	01-5911	12 Mo. Cloud Data		3,224.83
01-540817	10/29/2018	Armstrong's Lock And Key	01-4300	Lock/Key Supplies		1,529.82
01-540818	10/29/2018	Berry Man, Inc. dba	13-4710	FFVP Produce	667.10	
				Produce 2018-19	1,571.40	2,238.50
01-540819	10/29/2018	Cannon Plumbing	01-5800	MOT: Plumbing Services & Snake Main Sewer Line		520.00
01-540820	10/29/2018	Carquest Auto Parts	01-4300	Auto Parts & Supplies		20.10
01-540821	10/29/2018	Crystal Creamery	13-4710	CNS Dairy Products		736.36
01-540822	10/29/2018	Eagle Energy	01-4370	Fuel for District Vehicles		682.77
01-540823	10/29/2018	Federal Express	01-5919	DIR Request for Cert. PR Records	21.52	
				Townsend Documents	29.86	51.38
01-540824	10/29/2018	Frontier Communications	01-5910	DO:Phone Service (Fax)		169.07
				805-343-6155-022690-5		
01-540825	10/29/2018	Frontier Communications	01-5910	MB:Phone Service 805-343-1599-092778-5		223.22
01-540826	10/29/2018	Great Minds	01-4110	Great Minds: Eureka math workbooks & Assessments	16,743.98	
			01-5800	MB: Math Prof. Development Training 11/10/16	5,200.00	21,943.98
01-540827	10/29/2018	Guadalupe Hardware Company Inc	01-4300	Maintenance Supplies		760.59
01-540828	10/29/2018	Harry E. Hagen Treasurer	35-6100	2018-19 Property Tax Parcel #113-450-007		1,347.93
01-540829	10/29/2018	Heinemann	01-4110	Reading Programs & Books, LA & ELA Curriculum		488.16
01-540830	10/29/2018	Home Depot	01-4300	Maintenance Supplies		265.50
01-540831	10/29/2018	Houghton Mifflin Harcourt	01-4110	Science Gr2 & Reading Curriculum Gr4 MB		620.78
01-540832	10/29/2018	Jay's Automotive	01-5800	Smog Inspections/Repairs		77.55
01-540833	10/29/2018	La Fuente Deli	01-4300	School Site Council Meetings MB		43.50
01-540834	10/29/2018	Ocean Cities Pizza, Inc. dba Domino's Pizza	13-4710	CNS Pizza Program		608.48
01-540835	10/29/2018	Office Depot/bus Serv Division	01-4300	Office Supplies: KM Admin/Instr.	58.28	
			01-4310	Ink for Laserjet SpEd - K.Yingst	129.36	187.64
01-540836	10/29/2018	PMSM Architects	25-6220	KM 8-Plex Classroom Building PMSM#16155.01		561.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 9 of 10

Checks Dated 10/01/2018 through 10/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
01-540837	10/29/2018	PMSM Architects	01-5800	Plans-DSA Submittal 2-960sq' Relocatable Classroom		5,425.00
01-540838	10/29/2018	Santa Maria J.u. High School	01-4300	Paper Purchase MB, KM, DO	48.96	
			01-4310	Paper Purchase MB, KM, DO	930.04	
			01-4380	Transportation Maint/Fuel 2018-2019	869.80	
			01-5640	Transportation Maint/Fuel 2018-2019	875.18	2,723.98
01-540839	10/29/2018	Scholastic, Inc.	01-4310	KM Scholastic News Grades 5-6	2,269.21	
				Unpaid Tax	168.09-	2,101.12
01-540840	10/29/2018	Southwest School Office Supply	01-4300	MB Office/Instructional Supplies	162.41	
			01-4310	PreK Supplies	24.18	186.59
01-540841	10/29/2018	Sun Life Financial	01-3901	Life Insurance Premiums		1,318.50
01-540842	10/29/2018	Valley Glass & Mirror	01-4380	Supplies for Repairing Windows		72.87
01-540843	10/29/2018	Vernon Edwards	22-5640	8Plex Building at Kermit McKenzie		72,407.72
01-540844	10/29/2018	Workers' Compensation Admin.	01-3602	Work Comp Benefits 8-8 to 9-11 Overpayment T.Solis		2,881.15
Total Number of Checks					194	637,613.91

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	153	209,632.24
12	Child Dvlpmnt Fund	1	99.34
13	Cafeteria Spec Rev Fund	49	68,026.31
22	Building Fund 2 - Measure N	2	238,250.64
25	Capital Facilities Fund	1	561.00
35	Cnty Schl Facilities Fund 1	1	1,347.93
40	Spec Resv Cap Outlay Proj 1	1	5,475.00
67	Self-Insurance Fund 1	1	115,621.20
Total Number of Checks		194	639,013.66
Less Unpaid Tax Liability			1,399.75
Net (Check Amount)			637,613.91

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 10 of 10

Pay Date 10/04/2018 through 10/31/2018

EARNINGS by Earnings Code	Income	Adjustments
No Gross Pay		580.23
Regular	927,409.25	
TOTAL	927,409.25	580.23

EARNINGS by Group	Income	Adjustments
Base Pay	900,557.36	
Docks	4,337.20	
Miscellaneous	6,718.61	580.23
Overtime	1,594.61	
Stipends	22,875.87	
TOTAL	927,409.25	580.23

EARNINGS	Person Type	Female Employees
Certificated	94	78
Classified	100	72
TOTAL	194	150

Vendor Summary for Pay Date 10/04/2018 thru 10/31/2018

Vendor Checks	44,084.63	20
Vendor Liabilities	597,128.96	49
	641,213.59	69

TAXES	Employee	Employer	Total	Subject Grosses
Federal Withholding	79,477.85		79,477.85	788,928.77
State Withholding	31,158.92		31,158.92	788,928.77
Social Security	14,232.48	14,232.48	28,464.96	229,556.95
Medicare	13,008.88	13,008.88	26,017.76	897,163.20
SUI		448.31	448.31	896,443.20
Workers' Comp		10,900.60	10,900.60	897,163.20
SUBTOTAL	137,878.13	38,590.27	176,468.40	

REDUCTIONS	Employee	Employer	Total	Subject Grosses
PERS	6,640.73	17,175.19	23,815.92	94,867.63
PERS / 62	6,840.74	17,651.16	24,491.90	97,725.30
STRS / 60	57,364.46	91,111.28	148,475.74	559,651.94
STRS / 62	11,248.92	17,945.29	29,194.21	110,229.17
TSAs	27,502.00		27,502.00	
Benefits	30,019.96	15,666.48	45,686.44	
Misc	802.32		802.32	
Retirement	1,362.42		1,362.42	
SUBTOTAL	139,056.71	159,549.40	298,606.11	

DEDUCTIONS	Employee	Employer	Total	Subject Grosses
Garn	50.00		50.00	
Benefits		85,554.19	85,554.19	
Misc	13,983.63	841.33	14,824.96	141,358.35
Summer Savings	65,709.93		65,709.93	401,218.71
SUBTOTAL	79,743.56	86,395.52	166,139.08	
TOTALS	356,678.40	284,535.19	641,213.59	

Cancel/Reissue for Process Date 10/04/2018 thru 10/31/2018

Reissued	4,216.18	1
Cancel Checks		
Void ACH	4,216.18	1

Pay01a

Payroll Summary by Org

Pay Date 10/04/2018 through 10/31/2018

BALANCING DATA

		570,730.85	Net Pay
Gross Earnings	927,409.25	356,678.40	Deductions
District Liability	284,535.19	284,535.19	Contributions
	<u>1,211,944.44</u>	<u>1,211,944.44</u>	

NET

Direct Deposits	495,925.66	145
Checks	73,207.33	49
Partial Net ACH	469.00	2
Negative Net		
Check Holds	1,128.86	2
Zero Net		
TOTAL	570,730.85	196

POLICY GUIDE SHEET

October 2018

Page 1 of 2

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

BP 1100 - Communication with the Public

(BP revised)

Policy updated to add definition of the types of mass mailings that cannot be sent at district expense and to reflect law which prohibits certain mass mailings, which are otherwise permissible, from being sent within 60 days preceding an election. Policy also deletes references to repealed Title 2 regulation (Register 2018, No. 12).

BP 3290 - Gifts, Grants and Bequests

(BP revised)

Policy updated to add new section on "Online Fundraising" addressing considerations for approving a crowdfunding Internet platform to raise funds for district, school, or classroom projects or equipment. Policy also adds a prohibition against accepting any gift, grant, or bequest that promotes the use of non-nutritious foods or beverages and provides that any advertising used by a corporate sponsor meet the standards specified in BP 1325 - Advertising and Promotion.

AR 3320 - Claims and Actions Against the District

(AR revised)

Regulation updated to reflect **NEW LAW (SB 1053)** which clarifies that districts do not have the authority to use district-established claims procedures for claims of childhood sexual abuse and that such claims are governed by the timelines and procedures of Code of Civil Procedure 340.1.

AR 3460 - Financial Reports and Accountability

(AR revised)

Regulation updated to add new section on "Report on Expenditures of State Facilities Funds" reflecting state law, as amended by **NEW LAW (AB 1808)**, which requires districts that receive state facilities funding under the Leroy F. Greene School Facilities Act to annually report a list of expenditures for completed facilities projects and conclude an audit within one year of project completion.

BP 4114 - Transfers

(BP revised)

Policy updated to delete provision regarding a principal's right to refuse a teacher's transfer request for a school ranked in deciles 1-3 on the API, as the API is no longer being calculated. Policy also adds philosophical statement regarding the assignment of staff in an equitable manner that meets the needs of students and each school.

BP/AR 5141.6 - School Health Services

(BP/AR revised)

Policy updated to delete references to the obsolete API, Healthy Start program, and Healthy Families program. Regulation updated to expand section on "Types of Health Services" to include additional services for which districts can receive Medi-Cal reimbursement. Regulation also includes the requirement for employees to complete a random-moment time study for the Medi-Cal Administrative Activities program and reflects **NEW LAW (AB 3192)** which requirements the Department of Health Care Services to develop a program guide for the LEA Medi-Cal Billing Option.

BP/AR 5144.1 - Suspension and Expulsion/Due Process

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 752, 2017)** which prohibits the expulsion of a child enrolled in a California State Preschool Program (CSPP) unless the district has taken specified steps and the child's continued enrollment presents a serious safety threat to the child or other enrolled children. Policy also adds data collection on the type of firearm involved in any expulsion for firearm possession, in accordance with federal law. Regulation also revises section on "Final Action by the Board" to correct the location in policy where acts requiring "mandatory recommendation and mandatory expulsion" are listed.

BP 6142.3 - Civic Education

(BP revised)

Policy updated to add new section on "Student Voter Registration" containing material formerly in BP 1400 - Relations Between Governmental Agencies and the Schools. Policy also reflects **NEW LAW (AB 24, 2017)** which establishes the State Seal of Civic Engagement to recognize high school graduates who have demonstrated excellence in civic education and participation based on criteria to be approved by the State Board of Education by January 31, 2021. Examples of activities that link civic knowledge to practical experience expanded to reflect additional concepts in the state curriculum framework.

BP/AR 6145.2 - Athletic Competition

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2009)** which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency. Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events. Regulation also includes new section on "Heat Illness" reflecting **NEW LAW (AB 2800)** which requires coaching education programs to include training on the signs and symptoms of, and appropriate response to, heat illness.

BP 6170.1 - Transitional Kindergarten

(BP revised)

Policy updated to reflect **NEW LAW (AB 1808)** which allows districts to place 4-year-old children enrolled in a CSPP program into a TK program and to commingle children from both programs into the same classroom under specified conditions.

BP 6190 - Evaluation of the Instructional Program

(BP revised)

Policy updated to delete references to the obsolete API and add the California School Dashboard as a source for multiple state and local indicators of strengths and areas in need of improvement in each priority area addressed by the LCAP. Section on "Federal Program Monitoring" deleted as the focus of the policy is on program effectiveness rather than compliance with program requirements.

BB 9110 - Terms of Office

(BB revised)

Bylaw updated to reflect **NEW LAW (AB 2449)** which changes the commencement of the term of office of board members from the first Friday in December following their election to the second Friday in December. Bylaw also provides that, if the district chooses or is required to consolidate its board elections with the local municipal or state primary or general elections, elections could occur in even-numbered years and the term of incumbent board members would be extended to align with the next election.

POLICY GUIDE SHEET

July 2018

Page 1 of 3

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

BP 0415 - Equity

(BP added)

New policy addresses the district's recognition and response to the unique barriers facing historically underserved and underrepresented student populations. Policy expresses the district's intent to proactively identify class and cultural biases as well as practices that impede equal access to opportunities for all students. Policy also presents examples of strategies to promote equity in district programs and activities.

BP 1020 - Youth Services

(BP deleted)

Policy deleted and key concepts moved to BP 1400 - Relations Between Other Governmental Agencies and the Schools.

BP/AR 1330 - Use of School Facilities

(BP/AR revised)

Policy updated to reflect the board's authority to provide the use of school facilities free of charge to recreational youth sports leagues that charge participants no more than an average of \$60 per month. Policy also adds new section on the use of school facilities as a polling place, formerly in BP 1400 - Relations Between Other Governmental Agencies and the Schools. Regulation updated to more directly reflect law addressing the board's authority to approve serving alcohol during a special event at district-owned facilities at a time when students are not present.

BP 1400 - Relations Between Other Governmental Agencies and the Schools

(BP revised)

Policy revised to delete material regarding the use of school facilities as a polling place, now addressed in BP 1330 - Use of School Facilities. Policy adds material on collaboration with local government agencies, formerly in BP 1020 - Youth Services.

BP 2210 - Administrative Discretion Regarding Board Policy

(BP revised)

Policy updated to add the board's expectation that the superintendent or designee will be nondiscriminatory and demonstrate a commitment to equity whenever he/she is exercising administrative authority to address a situation that is either not covered in written policies or that requires immediate action to avoid risk to student and staff safety, protect district property, or prevent disruption of school operations. Policy clarifies the superintendent's accountability for all areas of operation under his/her authority and provides that the superintendent or designee will notify the board, as appropriate, of his/her actions exercised pursuant to this policy.

BP/AR 3312.2 - Educational Travel Program Contracts

(BP revised; AR deleted)

Updated policy clarifies the board's responsibility to approve contracts for educational travel programs and adds contract components, formerly in AR. Regulation deleted and key concepts moved to BP.

POLICY GUIDE SHEET

July 2018

Page 2 of 3

BP/AR 3320 - Claims and Actions Against the District

(BP/AR revised)

Policy and regulation updated to clarify the applicability of the Government Claims Act to certain claims for money or damages against the district, and to reflect **NEW COURT DECISION (Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne Court)** which upheld the district's right to require that a claim be submitted using district procedures before a lawsuit may be filed. Regulation also updated to expand section on "Time Limitations."

BP 3515.21 - Unmanned Aircraft Systems (Drones)

(BP added)

New optional policy addresses strategies for avoiding disruption and maintaining the safety, security, and privacy of individuals when the district grants permission for a person or entity to operate an unmanned aircraft system (drone) on or over district property. Policy reflects federal regulations and Federal Aviation Administration guidance, and provides that the district shall only grant permission if the planned activity supports the district's own instructional, co-curricular, extracurricular, or operational purposes.

BP 4140/4240/4340 - Bargaining Units

(BP revised)

Policy updated to reflect **NEW COURT DECISION (Janus v. AFSCME)** which held that public employees cannot be compelled to pay mandatory "fair share service fees" to an employee organization. Policy also reflects **NEW LAW (SB 866, 2018)** which prohibits districts from deterring or discouraging employees or job applicants from becoming or remaining members of an employee organization and prohibits sharing the date, time, and place of new employee orientations with anyone other than employees, the exclusive representative, or a vendor contracted to provide a service for the orientation. Policy deletes material regarding the employee organization's provision of a financial report, which is required by law to be submitted to the Public Employment Relations Board rather than the district board.

AR 4157.2/4257.2/4357.2 - Ergonomics

(AR revised)

Regulation updated to add a definition of ergonomics, expand the purpose of the ergonomics program to include other workplace injuries in addition to repetitive motion injuries, provide for employees to report symptoms to a supervisor, reflect circumstances under which an ergonomics program is required by state regulations, and delete outdated date for implementation of state regulations.

BP/AR 4161.3 - Professional Leaves

(BP added; AR deleted)

Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement and an exception in law allowing a professional leave under an approved national recognized fellowship or foundation to be included in computing the service requirement for a subsequent leave.

BP/AR 4261.3 - Professional Leaves

(BP added; AR deleted)

Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement.

POLICY GUIDE SHEET

July 2018

Page 3 of 3

BP/AR 5112.5 - Open/Closed Campus

(BP revised; AR deleted)

Policy revised to clarify options for open campus and add optional language regarding district criteria for student eligibility for open campus privileges. Policy also includes the requirement for written parental notification of the open campus policy, formerly in AR, and clarifies that a student's unauthorized absence from school constitutes an unexcused absence but is not classified as truancy unless it meets the legal definition of truancy based on the number of absences during the school year. Regulation deleted and key concepts moved to BP.

AR 5141.32 - Health Screening for School Entry

(AR revised)

Regulation updated to reflect **NEW LAW** (SB 379, 2017) which changes the date by which the district must report oral health assessment data to the county office of education and/or state dental director and requires the certification form developed by the California Department of Education (CDE) to include parental rights related to oral health assessments offered at school sites. Regulation also deletes the requirement to notify parents/guardians of the telephone number for the Healthy Families program, which is no longer operational.

BP/AR 6174 - Education for English Learners

(BP/AR revised)

Policy and regulation updated to reflect **NEW STATE REGULATIONS** (Register 2018, No. 20) governing the implementation of Proposition 58 requirements pertaining to language acquisition programs, and to delete references to the former state assessment of English proficiency. Policy also adds concepts recommended in **NEW CDE PUBLICATION** (The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners). Regulation adds definitions of designated and integrated English language development, rennumbers cites to state regulations related to testing accommodations pursuant to **NEW STATE REGULATIONS** (Register 2018, No. 4), and reflects **NEW LAW** (AB 81, 2017) which requires specified information related to "long-term English learners" or "students at risk of becoming a long-term English learner" to be included in the Title I or Title III parental notification of a student's assessment of English proficiency.

BB 9310 - Board Policies

(BB revised)

Bylaw updated to address alignment of board policies with the district's vision, goals, and local control and accountability plan and add the concept of proactively addressing equity and equal access in board policies. Material rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law or regulations or court decisions.

EQUITY

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 6162.5 - Student Assessment)

EQUITY (continued)

2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

(cf. 0440 - District Technology Plan)

(cf. 3100 - Budget)

(cf. 4113 - Assignment)

(cf. 7110 - Facilities Master Plan)

3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

(cf. 6143 - Courses of Study)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6152.1 - Placement in Mathematics Courses)

4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students

(cf. 5137 - Positive School Climate)

5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need

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

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

(cf. 6179 - Supplemental Instruction)

7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community

8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices

EQUITY (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

(cf. 0500 - Accountability)

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity

52077 Local control and accountability plan

60040 Selection of instructional materials

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX

Management Resources: (see next page)

EQUITY (continued)

Management Resources:

CSBA PUBLICATIONS

Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017

The School Board Role in Creating the Conditions for Student Achievement, 2017

African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016

African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016

Latino Students in California's K-12 Public Schools, 2016

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016

Climate for Achievement Governance Brief Series, 2015

Math Misplacement, 2015

CENTER FOR URBAN EDUCATION PUBLICATIONS

Protocol for Assessing Equity-Mindedness in State Policy, 2017

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Center for Urban Education: <https://cue.usc.edu>

Safe Schools Coalition: <http://www.casafeschools.org>

COMMUNICATION WITH THE PUBLIC

The Governing Board recognizes the district's responsibility to keep the public informed regarding the goals, programs, achievements, and needs of the schools and district and to be responsive to the concerns and interests of the community. The Superintendent or designee shall establish strategies for effective two-way communications between the district and the public and shall consult with the Board regarding the role of Board members as advocates for the district's students, programs, and policies.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 9000 - Role of the Board)

The Superintendent or designee shall provide the Board and staff with communications protocols and procedures to assist the district in presenting a consistent, unified message on district issues. Such protocols and procedures may include, but are not limited to, identification of the spokesperson(s) authorized to speak to the media on behalf of the district, strategies for coordinating communications efforts and activities, and legal requirements pertaining to confidentiality as well as the public's right to access records.

(cf. 1112 - Media Relations)

(cf. 1340 - Access to District Records)

(cf. 2111 - Superintendent Governance Standards)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 9005 - Governance Standards)

(cf. 9010 - Public Statements)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Superintendent or designee shall utilize a variety of methods to provide information to the public with access to information. Such methods may include, but are not limited to, district and school newsletters, web sites, social media, electronic communications, mailings, notices sent home with students, recorded telephone messages for parent/guardian information, community forums and public events, news releases, meetings with education reporters and editorial boards, presentations at parent organization meetings, and meetings with representatives of local governments, community organizations, and businesses.

(cf. 0510 - School Accountability Report Card)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

(cf. 1700 - Relations Between Private Industry and the Schools)

In developing communications strategies, the Superintendent or designee shall take into account the needs of all members of the public, including individuals with disabilities and those whose primary language is not English.

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

COMMUNICATION WITH THE PUBLIC (continued)

The Superintendent or designee may provide staff members with professional development to assist them in effectively responding to requests for information or assistance by parents/guardians or members of the public.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide multiple avenues and opportunities for members of the public to give input on district and school issues and operations. Community members are encouraged to become involved in school activities, participate on district and school committees, provide input at Board meetings, submit suggestions to district staff, and use the district's complaint procedures as appropriate.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1230 - School-Connected Organizations)

(cf. 1240 - Volunteer Assistance)

(cf. 1250 - Visitors/Outsiders)

(cf. 1260 - Educational Foundation)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3555 - Nutrition Program Compliance)

(cf. 6020 - Parent Involvement)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

Mass Mailings at Public Expense

Newsletters or mass mailings regarding ballot measures, candidates, legislative activities, or any other campaign activities shall be sent and distributed in accordance with law and Board policy.

(cf. 1160 - Political Processes)

A mass mailing is prohibited if all of the following criteria are met: (Government Code 89001-89002)

1. The mailing involves sending a tangible item, such as a videotape, record, button, or written document, which is delivered by any means to recipients at their residence, place of employment or business, or post office box.

COMMUNICATION WITH THE PUBLIC (continued)

2. The item features a Board member or includes the name, office, photograph, or other reference to a Board member and is prepared or sent in cooperation, consultation, coordination, or concert with the Board member.
3. The costs of distribution, or any costs of design, production, and printing exceeding \$50, are paid with district funds.
4. More than 200 substantially similar items, as defined in Government Code 89002, are sent in a single calendar month.

The above prohibition does not apply to the types of mass mailings specified in Government Code 89002(b), including, but not limited to: (Government Code 89002)

1. An item in which the Board member's name appears only in a roster containing the names of all Board members or in the letterhead or logotype of the stationery, forms, and envelopes of the district, a district committee, or the Board member
2. An announcement including only a single mention of the Board member's name which concerns a public meeting related to the Board member's duties or any official district event(s) for which the district is providing the use of its facilities, staff, or other financial support
3. A business card that contains only one mention of the Board member's name and no photograph of the Board member

However, any of the excepted mailings listed in items #1-3 above that meets the criteria for prohibited mass mailings shall not be sent within 60 days preceding an election in which a Board member to whom the mailing relates will appear on the ballot as a candidate. (Government Code 89003)

Comprehensive Communications Plan

The Superintendent or designee shall develop a written communications plan which establishes priorities for proactive community outreach to build support for district programs and issues. The plan shall identify specific communications goals aligned with the district's vision and goals for student learning. For each communications goal, the plan shall identify key messages, individuals or groups that can help the district achieve its goal, strategies tailored to each target audience, timelines, persons responsible for each activity, and budget implications.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

COMMUNICATION WITH THE PUBLIC (continued)

As appropriate for each issue, target audiences may include parents/guardians, the media, local governmental agencies, businesses, community organizations and civic groups, postsecondary institutions, health care professionals, child care providers, community leaders, state or federal legislators or agencies, and/or other segments of the public.

The plan shall incorporate strategies for effective communications during a crisis or other emergency situation that may arise.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall periodically evaluate the implementation and effectiveness of the district's communications plan and recommend to the Board whether the goals and key issues identified in the plan need to be revised to meet changing circumstances or priorities.

Legal Reference:

EDUCATION CODE

7054 *Use of district property or funds re: ballot measures and candidates*

35145.5 *Board meetings, public participation*

35172 *Promotional activities*

38130-38138 *Civic Center Act*

48980-48985 *Parental notifications*

GOVERNMENT CODE

54957.5 *Meeting agendas and materials*

82041.5 *Mass mailing*

89001-89003 *Newsletter or mass mailing*

CODE OF REGULATIONS, TITLE 2

18901.1 *Campaign-related mailings sent at public expense*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

Management Resources:

WEB SITES

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

California School Public Relations Association: <http://www.calspra.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

USE OF SCHOOL FACILITIES

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

USE OF SCHOOL FACILITIES (continued)

(cf. 1330.1 - Joint Use Agreements)

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

OPTION 1: (Amount not exceeding direct costs to all community groups)

The Board believes that the use of school facilities or grounds should not result in an expense to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

OPTION 2: (No charge to nonprofit organizations and youth and school-oriented groups)

The Board authorizes the use of school facilities or grounds, without charge, by nonprofit organizations and by clubs or associations organized to promote youth and school activities, including, but not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, school-community advisory councils, and recreational youth sports leagues that charge participants no more than an average of \$60 per month. Other groups that request the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

OPTION 3: (No charge to school-related organizations)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

USE OF SCHOOL FACILITIES (continued)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

(cf. 6111 - School Calendar)

USE OF SCHOOL FACILITIES (continued)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

(cf. 3515.2 - Disruptions)

Legal Reference:

EDUCATION CODE

10900-10914.5 *Community recreation programs*

32282 *School safety plan*

37220 *School holidays*

38130-38138 *Civic Center Act, use of school property for public purposes*

BUSINESS AND PROFESSIONS CODE

25608 *Alcoholic beverage on school premises*

ELECTIONS CODE

12283 *Polling places: schools*

GOVERNMENT CODE

54950-54963 *The Ralph M. Brown Act*

MILITARY AND VETERANS CODE

1800 *Definitions*

CODE OF REGULATIONS, TITLE 5

14037-14042 *Proportionate direct costs for use of school facilities and grounds*

UNITED STATES CODE, TITLE 20

7905 *Equal access to public school facilities*

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 *Ops.Cal.Atty.Gen.* 90 (1999)

79 *Ops.Cal.Atty.Gen.* 248 (1996)

Management Resources: (see next page)

USE OF SCHOOL FACILITIES (continued)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS

The Governing Board believes that district efforts to provide a high-quality education for students in the community can be enhanced by collaboration with other government and public agencies that are responsible for the health, safety, and well-being of children and youth. The district shall initiate and maintain good working relationships with representatives of local agencies to maximize student and family access to support services that will help students achieve to their highest potential.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

The Board shall initiate or participate in collaborative relationships with city and county elected officials to design and coordinate multi-agency programs that respond to the needs of children and families and provide more efficient use of district and community resources. To further such collaborations, the Board may establish or participate in formal structures for governance teams to regularly meet and discuss issues of mutual concern.

(cf. 0200 - Goals for the School District)
(cf. 9140 - Board Representatives)

The Superintendent and appropriate staff shall cooperate with government and public agencies in the planning and implementation of joint projects or activities within the community. The Superintendent or designee may designate a coordinator to ensure effective implementation of the district's responsibilities in any such collaborative project.

In order to identify priorities for services, the Board shall encourage a periodic assessment of children's needs within the community, which may include, but not be limited to, needs based on poverty, child abuse and neglect, poor physical or mental health, substance abuse, violence, homelessness, placement in foster care, or lack of access to child care. The needs assessment should also examine the extent to which those needs are being met through existing services in the district and in the community, the costs of providing those services, and any gaps, delay, or duplication of services.

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

The Board shall approve the services to be offered by the district, the resources that will be allocated to support collaboration, any use of school facilities for services, and any development or joint use of facilities with other jurisdictions. All agreements with other agencies to coordinate services or share resources shall be in writing. The Board may establish joint powers agreements or memorandums of understanding, when feasible, to formalize the responsibilities and liabilities of all parties in a collaborative activity.

(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreements)
(cf. 3100 - Budget)

The Superintendent or designee shall work with interagency partners to explore funding opportunities available through each agency, state and national grant programs, and/or private foundations for youth service coordination and delivery.

In order to facilitate service delivery or determination of eligibility for services, the district may share information with other appropriate agencies as long as the parent/guardian consents and the information is shared in accordance with laws pertaining to confidentiality and privacy.

(cf. 3553 - Free and Reduced Price Meals)
(cf. 5125 - Student Records)

The Board shall receive regular reports of progress toward the identified goals of the collaborative effort. The reports may include, but not be limited to, feedback from staff and families regarding service delivery, numbers of children and families served, specific indicators of conditions of children, and indicators of system efficiency and cost effectiveness.

(cf. 0500 - Accountability)

The Board shall communicate with the community about the district's collaborative efforts and the conditions of children within the schools. The Board may advocate for local, state, and national policies, programs, and initiatives designed to improve the conditions of children and youth.

(cf. 1100 - Communication with the Public)
(cf. 1160 - Political Processes)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/Meeting Materials)

Legal Reference: (see next page)

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

Legal Reference:

EDUCATION CODE

8800-8807 *Healthy Start support services for children*
10900-10914.5 *Cooperative community recreation programs*
49073 *Privacy of student records*
49075 *Parent/guardian permission for release of student records*
49557.2 *Sharing of information for MediCal eligibility*

HEALTH AND SAFETY CODE

120440 *Immunization records; release to local health departments*
130100-130155 *Early childhood development; First 5 Commission*

WELFARE AND INSTITUTIONS CODE

5850-5883 *Mental Health Services Act*
18961.5 *Computerized database; families at risk for child abuse; sharing of information*
18980-18983.8 *Child Abuse Prevention Coordinating Council*
18986-18986.30 *Interagency Children's Services Act*
18986.40-18986.46 *Multidisciplinary services teams*
18986.50-18986.53 *Integrated day care program*
18987.6-18987.62 *Family-based services*

Management Resources:

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Healthy Children, Healthy Communities: An Action Guide for California Communities, 2006
Stretching Community Dollars: Cities, Counties and School Districts Building for the Future, 2006

YOUTH LAW CENTER PUBLICATIONS

Model Form for Consent to Exchange Confidential Information among the Members of an Interagency Collaborative, 1995

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education, Learning Support: <http://www.cde.ca.gov/ls>
California Department of Public Health: <http://www.cdph.ca.gov>
California Department of Social Services: <http://www.dss.cahwnet.gov>
California State Association of Counties: <http://www.csac.counties.org>
Children Now: <http://www.childrennow.org>
Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>
First 5 California: <http://www.ccfc.ca.gov>
League of California Cities: <http://www.cacities.org>
Youth Law Center: <http://www.ylc.org>

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY

The Governing Board desires to be proactive in communicating its philosophy, priorities, and expectations for the district; clarifying the roles and responsibilities of the Board, Superintendent, and other senior administrators; and setting direction for the district through written policies. However, the Board recognizes that, in the course of operating district schools or implementing district programs, situations may arise which may not be addressed in written policies. In such situations, or when immediate action is necessary to avoid any risk to the safety or security of students, staff, or district property or to prevent disruption of school operations, the Superintendent or designee shall have the authority to act on behalf of the district in a manner that is consistent with law and Board policies.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2121 - Superintendent's Contract)
(cf. 3516.5 - Emergency Schedules)
(cf. 9000 - Role of the Board)
(cf. 9310 - Board Policies)

As necessary, the Superintendent or designee shall consult with other district staff, including legal counsel and/or the chief business official, regarding the exercise of this authority.

Any exercise of administrative authority shall be nondiscriminatory and demonstrate the district's commitment to equity in district programs and activities.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)

The Superintendent shall be accountable to the Board for all areas of operation under his/her authority. As appropriate, the Superintendent or designee shall notify the Board as soon as practicable after he/she exercises the authority granted under this policy. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

Legal Reference: (see next page)

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY (continued)

Legal Reference:

EDUCATION CODE

35010 *Control of district, prescription and enforcement of rules*

35035 *Powers and duties of superintendent*

35160 *Authority of governing boards*

35161 *Powers and duties; authority to delegate*

35163 *Official actions, minutes and journal*

Management Resources:

WEB SITES

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

GIFTS, GRANTS AND BEQUESTS

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, organization, foundation, or public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

(cf. 0200 - Goals for the School District)

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

(cf. 0415 - Equity)

(cf. 1260 - Educational Foundation)

(cf. 9270 - Conflict of Interest)

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

4. Advertise or endorse the use of non-nutritious food or beverages during the school day

(cf. 5030 - Student Wellness)

5. Encourage or enable the violation of any law or district policy
6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

(cf. 1325 - Advertising and Promotion)

GIFTS, GRANTS AND BEQUESTS (continued)

Any gift of books or instructional materials may only be accepted if they meet district criteria for selection of instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school, classroom, or teacher. At the Superintendent or designee's discretion, a gift may be used at a particular school or classroom.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

(cf. 3430 - Investing)

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

(cf. 3440 - Inventories)

(cf. 3460 - Financial Reports and Accountability)

Corporate Sponsorship

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

(cf. 1113 - District and School Web Sites)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 3312 - Contracts)

(cf. 6145.2 - Athletic Competition)

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications in accordance with BP 1325 - Advertising and Promotion.

GIFTS, GRANTS AND BEQUESTS (continued)

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services
3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information and the requirement that the sponsor obtain prior approval of the Board before using such information
4. The prohibition against the collection or distribution of students' personal information except as allowed by law
5. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

GIFTS, GRANTS AND BEQUESTS (continued)**Appreciation**

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

(cf. 1150 - Commendations and Awards)
(cf. 7310 - Naming of Facility)

*Legal Reference:*EDUCATION CODE

- 1834 Acquisition of materials and apparatus
- 35160 Powers and duties
- 35162 Power to sue, be sued, hold and convey property
- 41030 School district may invest surplus monies from bequest or gifts
- 41031 Special fund or account in county treasury
- 41032 Authority of school board to accept gift or bequest; investments; gift of land requirements
- 41035 Advisory committee
- 41036 Function of advisory committee
- 41037 Rules and regulations
- 41038 Applicability of other provisions of chapter

*Management Resources:*WEB SITES

California Consortium of Education Foundations: <http://www.cceflink.org>

EDUCATIONAL TRAVEL PROGRAM CONTRACTS

The Governing Board believes that field trips and other travel opportunities are a valuable tool in supporting classroom instruction and enrich students' learning about places, cultures, and events. The district may contract with a qualified person, partnership, corporation, or other entity for educational travel services. Any such contract shall be submitted to the Board for approval and/or ratification.

(cf. 3312 - Contracts)

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

(cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall establish procedures for selecting the highest quality vendor, taking into account safeguards for student safety, quality of the educational program, and fiscal integrity.

The Superintendent or designee shall ensure that each contract is in writing and includes all of the following: (Business and Professions Code 17554)

1. The travel organization's name, trade or business name, business address, business telephone number, and a 24-hour emergency contact telephone number, pager, voice mail, or other method of 24-hour communication
2. A detailed description of:
 - a. Services to be provided as part of the program
 - b. Agreed cost for the services
 - c. Whether or not the educational travel organization maintains insurance that supplies coverage in the event of injury to any student traveler, including the type and amount of coverage, the policy number and issuer, and the name, address, and telephone number of the person or organization able to verify coverage
 - d. Any additional costs to students
 - e. Any experience and/or training requirements to be met by the educational travel organization's staff who will accompany students on the educational travel program
3. The educational program being contracted for, including a copy of all materials to be provided to students
4. The number of times the educational travel program or a substantially similar educational travel program has been conducted by the organization and the number of students who completed the program

EDUCATIONAL TRAVEL PROGRAM CONTRACTS (continued)

5. The length of time the organization has either been arranging or conducting educational travel programs, and, at the option of the organization, other travel services with substantially similar components
6. The name of each owner, officer, general partner, or sole proprietor of the organization
7. Whether any owner or principal of the organization has had any judgment entered against him/her, made a plea of nolo contendere, or been convicted of any criminal violation in connection with the sale of any travel services for a period of 10 years predating the contract

Legal Reference:

EDUCATION CODE

35160 Authority of boards

35160.1 Broad authority of school districts

BUSINESS AND PROFESSIONS CODE

17540 Travel promoters

17550.9 Definition of travel services

17552-17556.5 Educational travel organizations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

The Governing Board desires to conduct district operations in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's joint powers authority (JPA) agreement or other insurance coverage.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in the accompanying administrative regulation, unless a procedure for processing such claims is otherwise provided by state or federal law or regulation. (Government Code 935)

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

Roster of Public Agencies

Within 10 days of any change in the name of the district, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

Legal Reference: (see next page)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Legal Reference:

EDUCATION CODE

35200 *Liability for debts and contracts*

35202 *Claims against districts; applicability of Government Code*

CODE OF CIVIL PROCEDURE

340.1 *Damages suffered as result of childhood sexual abuse*

GOVERNMENT CODE

800 *Cost in civil actions*

810-996.6 *Claims and actions against public entities*

6500-6536 *Joint exercise of powers*

53051 *Information filed with secretary of state and county clerk*

PENAL CODE

72 *Fraudulent claims*

COURT DECISIONS

Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne County, (2018) 21 Cal.App.5th 403

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

Connelly v. County of Fresno, (2006) 146 Cal.App.4th 29

CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Management Resources:

WEB SITES

California Secretary of State's Office: <http://www.sos.ca.gov>

UNMANNED AIRCRAFT SYSTEMS (DRONES)

The Governing Board recognizes that unmanned aircraft or aerial systems (drones) may be a useful tool to enhance the instructional program and assist with district operations. In order to avoid disruption and maintain the safety, security, and privacy of students, staff, and visitors, any person or entity desiring to use a drone on or over district property shall submit a written request for permission to the Superintendent or designee.

(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreements)
(cf. 5142 - Safety)

A small *unmanned aircraft system* or drone is an aircraft weighing less than 55 pounds that is operated remotely without the possibility of direct human intervention from within or on the aircraft and the associated elements, including communication links and controls, required for the pilot to operate the aircraft safely and efficiently. It does not include model aircraft or rockets such as those which are radio controlled and used only for hobby or recreational purposes. (49 USC 40101 Note; 14 CFR 107.3)

The Superintendent or designee may grant permission to district employees and students for the use of drones only if the planned activity supports instructional, co-curricular, extracurricular, athletic, or operational purposes. Such uses may include, but are not limited to, instruction in science, technology, engineering, and math (STEM), the arts, or other subjects; maintenance of grounds and facilities; and campus security. When used for instructional purposes, there shall be a clear and articulable connection between drone technology and the course curriculum. Students shall only operate a drone on or over district property under the supervision of a district employee as part of an authorized activity.

The Superintendent or designee may grant permission to other persons or entities under terms and conditions to be specified in a memorandum of understanding.

Any person or entity requesting to operate a drone on or over district property, including a district employee, shall provide a description of the type of operation requested, flight location, date and time of the planned flight, anticipated duration, and whether photos and/or video will be taken. As applicable, the applicant shall also present a copy of his/her Certificate of Waiver or Authorization or exemption issued by the Federal Aviation Administration.

Any person or entity, other than a district employee or student, who is requesting or operating a drone on or over district property shall agree to hold the district harmless from any claims of harm to individuals or property resulting from the operation of the drone and provide proof of adequate liability insurance covering such use.

(cf. 3530 - Risk Management/Insurance)

UNMANNED AIRCRAFT SYSTEMS (DRONES) (continued)

In determining whether to grant permission for the requested use of a drone, the Superintendent or designee shall consider the intended purpose of the activity and its potential impact on safety, security, and privacy. The decision of the Superintendent or designee shall be final.

Any person authorized to use a drone on district property shall sign an acknowledgment that he/she understands and will comply with the terms and conditions of the district's policy, federal law and regulations, state law, and any local ordinances related to the use of drones.

When any use of drones is authorized, the Superintendent or designee shall notify the drone operator of the following conditions:

1. The operator is responsible for complying with applicable federal, state, and/or local laws and regulations, including federal safety regulations pursuant to 14 CFR 107.15-107.51 which include, but are not limited to, requirements that the drone not be flown at night, above 400 feet in altitude, or over any people unless they are in a covered structure or stationary vehicle. The operator shall maintain the visual line of sight with the drone at all times.
2. The drone shall be kept away from any area reasonably considered private, including, but not limited to, restrooms, locker rooms, and individual homes.
3. The district reserves the right to rescind the authorization for use of drones at any time.

The Superintendent or designee may remove any person engaged in unauthorized drone use on district property and/or may confiscate the drone. He/she may also shut down the operation of any authorized drone use whenever the operator fails to comply with the terms of the authorization or the use interferes with district activity, creates electronic interference, or poses unacceptable risks to individuals or property.

(cf. 3515.2 - Disruptions)

Any student or staff member violating this policy shall be subject to disciplinary action in accordance with district policies and procedures.

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

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

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process))

Legal Reference: (see next page)

BP 3515.21(c)

UNMANNED AIRCRAFT SYSTEMS (DRONES) (continued)

Legal Reference:

UNITED STATES CODE, TITLE 49

40101 Note Unmanned aircraft systems

CODE OF FEDERAL REGULATIONS, TITLE 14

107.1-107.205 Small unmanned aircraft systems, especially:

107.12 Requirement for a remote pilot certificate with a small UAS rating

107.15-107.51 Operating rules; safety

107.53-107.79 Remote pilot certification

Management Resources:

FEDERAL AVIATION ADMINISTRATION PUBLICATIONS

Educational Use of Unmanned Aircraft Systems (UAS), Memorandum, May 4, 2016

WEB SITES

Federal Aviation Administration: <https://www.faa.gov/uas>

TRANSFERS

The Governing Board desires that certificated staff be assigned in a manner that equitably distributes highly qualified and experienced teachers, meets the needs of district students, and satisfies staffing requirements at each school. The Superintendent or designee is authorized to assign certificated staff in accordance with district policy and/or the collective bargaining agreement as applicable.

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4113 - Assignment)

(cf. 4141/4241- Collective Bargaining Agreement)

Subject to the approval of the Board, the Superintendent or designee may transfer a teacher from one district school to another when he/she determines the transfer is in the best interest of the district. (Education Code 35035)

Voluntary Transfers

The Superintendent or designee may establish processes and deadlines for the submission of transfer requests to facilitate staff assignments with minimal disruption to the educational program.

Upon receipt of a written transfer request by a teacher, the Superintendent or designee may consider the input of the principals at the current school and the requested school, alignment of the teacher's qualifications with needs of students and the school(s), the academic performance of the requested school, and opportunities for the professional growth of the teacher.

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Learners)

(cf. 4112.23 - Special Education Staff)

After April 15 prior to the school year that a transfer would become effective, no teacher who requests to be transferred to another school shall have priority over other qualified teachers who have applied for positions requiring certification qualifications at that school. (Education Code 35036)

Involuntary Transfers

Involuntary transfers may become necessary when programs are reduced or cancelled, when schools are closed, or when otherwise required in order to accommodate the school's staffing needs.

(cf. 4117.3 - Personnel Reduction)

TRANSFERS (continued)

If a teacher objects to a transfer, he/she may request a meeting with the Superintendent or designee and the principal. If dissatisfied with the results of this meeting, the teacher may appeal to the Board. The Board's decision shall be final.

Legal Reference:

EDUCATION CODE

35035 Additional powers and duties of superintendent, transfer authority

35036 Voluntary transfers

35186 Complaint process, teacher vacancy or misassignment

37616 Assignment of teachers to year-round schools

GOVERNMENT CODE

3543.2 Scope of representation

Policy
adopted:
All Personnel

CSBA MANUAL MAINTENANCE SERVICE
July 2018
BP 4140(a)
4240
4340

BARGAINING UNITS

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their 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.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 9000 - Role of the Board)

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)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)
(cf. 4301 - Administrative Staff Organization)
(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by

an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

BP 4140(b)
4240
4340

BARGAINING UNITS (continued)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. *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.

Membership

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)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

The Superintendent or designee may communicate with district employees regarding their rights under the law. 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, 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 Employee Orientations and Contact Information

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or

BP 4140(c)

4240

4340

BARGAINING UNITS (continued)

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. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to 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. 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 final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of the 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)

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. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home 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 any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone

numbers, and personal email address 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)

BP 4140(d)

4240

4340

BARGAINING UNITS (continued)

(cf. 1340 - Access to District Records)

Membership Dues or Other Payments to an Employee Organization

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)

Legal Reference: (see next page)

BP 4140(e)

4240

4340

BARGAINING UNITS (continued)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

Management Resources:

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

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

Regulation
approved:
Certificated Personnel

CSBA MANUAL MAINTENANCE SERVICE
July 2018
BP 4161.3(a)

PROFESSIONAL LEAVES

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the educational needs of the district's students.

The Board may grant a professional leave of absence for up to one year to certificated employees for the purpose of permitting study or travel which will benefit the schools and students of the district. No more than one such leave of absence may be granted to an employee in a seven-year period. (Education Code 44966, 44967)

(cf. 4131 - Staff Development)
(cf. 4161/4261/4361 - Leaves)

To be eligible for a professional leave of absence, an employee must have served in the district for at least seven consecutive years preceding the leave. For this purpose, any prior professional leave taken by an employee shall be deemed a break in the employee's service. No other type of leave authorized by the Board, and no service by the employee for one year or less under a national recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall be deemed a break in the employee's service. (Education Code 44967)

Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or separate quarters, provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for a subsequent leave of absence. (Education Code 44966)

As a condition of being granted professional leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)

The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 44968)

Unless the employee agrees in writing with the Board not to receive compensation during the leave, the employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 44968, 44968.5)

Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.

PROFESSIONAL LEAVES (continued)

At the end of the professional leave, the employee shall be reinstated in the position he/she held when the leave was granted, unless otherwise agreed upon by the employee. (Education Code 44973)

Legal Reference:

EDUCATION CODE

44966-44976 *Leaves of absence for study or travel*

Policy
adopted:
Classified Personnel

CSBA MANUAL MAINTENANCE SERVICE
July 2018
BP 4261.3(a)

PROFESSIONAL LEAVES

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the district's needs.

The Board may grant a professional leave of absence for up to one year to classified employees for the purpose of permitting study or retraining the employee to meet changing conditions within the district. No more than one such leave of absence may be granted to an employee in a seven-year period for purposes of study or three-year period for purposes of retraining. (Education Code 45381, 45382)

(cf. 4161/4261/4361 - Leaves)
(cf. 4231 - Staff Development)

To be eligible for a leave for study purposes, the employee must have served in the district for at least seven consecutive years preceding the granting of the leave. If the leave is for purposes of retraining, the employee must have served in the district for at least three consecutive years preceding the granting of the leave. Any professional leave of absence granted by the Board shall not be deemed a break in service. However, it will not be included as service in computing service for the granting of any subsequent professional leave. (Education Code 45382)

Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or in any other appropriate periods, provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for qualifying for a subsequent leave of absence. (Education Code 45381)

The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 45383)

The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 45383)

Compensation during the leave shall be paid in the manner authorized by Education Code 45384.

The Board may grant reimbursement of the costs, including tuition fees, to any classified employee who satisfactorily completes approved training to improve his/her job knowledge,

ability, or skill, as long as the employee is not eligible for reimbursement by another governmental agency, organization, or association. Programs eligible for reimbursement

BP 4261.3(b)

PROFESSIONAL LEAVES (continued)

include, but are not limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings, and other training programs that are designed to upgrade the classified service and encourage the retraining of employees who may otherwise be subject to layoff as the result of technological changes. (Education Code 45387)

Legal Reference:

EDUCATION CODE

45220-45320 *Merit system*

45380-45387 *Leaves of absence for study or retraining, classified personnel*

Policy
adopted:
Students

CSBA MANUAL MAINTENANCE SERVICE
July 2018
BP 5112.5(a)

OPEN/CLOSED CAMPUS

OPTION 1: Open Campus

In order to give students an opportunity to demonstrate responsibility, independent judgment, and positive citizenship, the Governing Board establishes an open campus at all district high schools in which students shall have the privilege of leaving campus during lunch.

The principal or designee shall ensure that students granted this privilege meet any eligibility requirements established by the district.

The district shall send written notification to parents/guardians about the open campus policy at the beginning of the school year along with the parental notification required by Education Code 48980. Such notification shall include the language prescribed by Education Code 44808.5.

(cf. 5145.6 - Parental Notifications)

Students shall not leave school grounds at any other time during the school day without express permission of school authorities. Students who leave school without authorization shall be considered to have an unexcused absence and be subject to disciplinary action.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

(cf. 5113.12 - District School Attendance Review Board)

The principal or designee may revoke the open campus privilege for individual students for disciplinary reasons.

(cf. 5144 - Discipline)

OPTION 2: Closed Campus

In order to keep students in a supervised, safe, and orderly environment, the Governing Board establishes a closed campus at all district schools.

Students shall not leave school grounds at any time during the school day without express permission of school authorities. Students who leave school without authorization shall be considered to have an unexcused absence and be subject to disciplinary action.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)
(cf. 5113.12 - District School Attendance Review Board)

BP 5112.5(b)

OPEN/CLOSED CAMPUS (continued)

Student handbooks shall fully explain all rules and disciplinary procedures involved in the maintenance of the closed campus.

(cf. 5144 - Discipline)

Legal Reference:

EDUCATION CODE

35160 Authority of the board

35160.1 Broad authority of school district

44808.5 Permission for students to leave school grounds; notice

48980 Annual notification to parents/guardians

SCHOOL HEALTH SERVICES

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 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.

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.

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

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.61 - Drug Testing)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.24 - Specialized Health Care Services)

(cf. 5141.25 - Availability of Condoms)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.33 - Head Lice)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.52 - Suicide Prevention)

(cf. 6145.2 - Athletic Competition)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

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.

(cf. 1260 - Educational Foundation)

(cf. 1330.1 - Joint Use Agreement)

(cf. 3100 - Budget)

(cf. 7000 - Facilities Master Plan)

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 (continued)

(cf. 0415 - Equity)

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.

(cf. 3312 - Contracts)

If a school nurse is employed by the school or district, he/she shall be involved in planning and implementing the school health services as appropriate.

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.

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

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Counseling/Guidance Services)

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.

(cf. 3553 - Free and Reduced Price Meals)

Consent and Confidentiality

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, Health and Safety Code 124260, or other applicable law.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

(cf. 5125 - Student Records)

SCHOOL HEALTH SERVICES (continued)

Payment/Reimbursement for Services

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.

(cf. 5143 - Insurance)

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.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

SCHOOL HEALTH SERVICES (continued)

Legal Reference:

EDUCATION CODE

49073-49079 *Privacy of student records*

49423.5 *Specialized physical health care services*

49557.2-49558 *Eligibility for free and reduced-price meals; sharing information with Medi-Cal*

FAMILY CODE

6920-6929 *Consent by minor for medical treatment*

GOVERNMENT CODE

95020 *Individualized family service plan*

HEALTH AND SAFETY CODE

104830-104865 *School-based application of fluoride or other tooth decay-inhibiting agent*

121020 *HIV/AIDS testing and treatment; parental consent for minor under age 12*

123110 *Minor's right to access health records*

123115 *Limitation on parent/guardian access to minor's health records*

123800-123995 *California Children's Services Act*

124025-124110 *Child Health and Disability Prevention Program*

124172-124174.6 *Public School Health Center Support Program*

124260 *Mental health services; consent by minors age 12 and older*

130300-130317 *Health Insurance Portability and Accountability Act (HIPAA)*

WELFARE AND INSTITUTIONS CODE

14059.5 *Definition of "medically necessary"*

14100.2 *Confidentiality of Medi-Cal information*

14115 *Medi-Cal claims process*

14115.8 *LEA Medi-Cal Billing Option, program guide*

14124.90 *Third-party health coverage*

14132.06 *Covered benefits; health services provided by local educational agencies*

14132.47 *Administrative claiming process and targeted case management*

CODE OF REGULATIONS, TITLE 17

2951 *Testing standards for hearing tests*

6800-6874 *Child Health and Disability Prevention Program*

CODE OF REGULATIONS, TITLE 22

51009 *Confidentiality*

51050-51192 *Definitions of Medi-Cal providers and services*

51200 *Requirements for providers*

51231.2 *Wheelchair van requirements*

51270 *Local educational agency provider; conditions for participation*

51304 *Limitations on specified benefits*

51309 *Psychology, physical therapy, occupational therapy, speech pathology, audiological services*

51323 *Medical transportation services*

51351 *Targeted case management services*

51360 *Local educational agency; types of services*

51491 *Local educational agency eligibility for payment*

51535.5 *Reimbursement to local educational agency providers*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act (FERPA)*

UNITED STATES CODE, TITLE 42

1320c-9 *Prohibition against disclosure of records*

1397aa-1397mm *State Children's Health Insurance Program*

Legal Reference continued: (see next page)

SCHOOL HEALTH SERVICES (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 42

431.300 *Use and disclosure of information on Medicaid applicants and recipients*

CODE OF FEDERAL REGULATIONS, TITLE 45

164.500-164.534 *Health Insurance Portability and Accountability Act (HIPAA)*

Management Resources:

CSBA PUBLICATIONS

Expanding Access to School Health Services: Policy Considerations for Governing Boards, Policy Brief, November 2008

Promoting Oral Health for California's Students: New Role, New Opportunities for Schools, Policy Brief, November 2008

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Framework for California Public Schools, Kindergarten Through Grade Twelve

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

California School-Based Medi-Cal Administrative Activities Manual

LEA Medi-Cal Provider Manual

CALIFORNIA SCHOOL-BASED HEALTH ALLIANCE PUBLICATIONS

How to Fund Health Services in Your School District, September 2014

Documenting the Link Between School-Based Health Centers and Academic Success, May 2014

NATIONAL CENTER FOR YOUTH LAW PUBLICATIONS

Confidential Medical Release: Frequently Asked Questions from Schools and Districts, November 2015

WEB SITES

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

CSBA, Practi-Cal Program: <http://www.csba.org/ProductsAndServices/AllServices/PractiCal>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn>

California Department of Health Care Services: <http://www.dhcs.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

California School-Based Health Alliance: <http://www.schoolhealthcenters.org>

California School Nurses Organization: <http://www.csno.org>

Center for Health and Health Care in Schools: <http://www.healthinschools.org>

Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study:

<http://www.cdc.gov/HealthyYouth/shpps>

Centers for Medicare and Medicaid Services: <http://www.cms.hhs.gov>

National Center for Youth Law: <http://www.youthlaw.org>

SUSPENSION AND EXPULSION/DUE PROCESS

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

(cf. 5148.3 - Preschool/Early Childhood Education)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

8239.1 Prohibition against expulsion of preschool student

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

64000-64001 Consolidated application

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Employee time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

Legal Reference continued: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference: (continued)

PENAL CODE (continued)

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Management Resources:

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

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

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

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<http://www2.ed.gov/about/offices/list/oese/oshs>

CIVIC EDUCATION

The Governing Board recognizes that involvement in civic and political institutions is essential to a democratic government and desires to provide a comprehensive civic education program to help students acquire the knowledge, skills, and principles essential for informed, engaged, and responsible citizenship.

The Board shall approve, upon the recommendation of the Superintendent or designee, academic standards and curriculum in civics and government that are aligned with state academic standards and curriculum frameworks.

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 9000 - Role of the Board)

The Superintendent or designee shall determine specific courses within the K-12 curriculum in which civic education and government may be explicitly and systematically taught. He/she shall also encourage the integration of civic education into other subjects as appropriate.

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The district's civic education program shall provide students with an understanding of the rights and responsibilities of citizens in American democracy and the workings of federal, state, and local governments. As appropriate, instruction should include an examination of fundamental American documents, including, but not limited to, the Declaration of Independence, the United States Constitution, the Federalist Papers, and other significant writings and speeches. Instruction should also promote a student's understanding of shared democratic principles and values, such as personal responsibility, justice, equality, respect for others, civic-mindedness, and patriotism, and enable students to make their own commitment to these civic values.

Service learning, extracurricular and cocurricular activities, class and school elections, simulations of government, student-led debates, voter education, and observation of local government processes may be used to reinforce classroom instruction by linking civic knowledge to practical experience and encouraging civic involvement.

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

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 9150 - Student Board Members)

CIVIC EDUCATION (continued)

Whenever civic education includes topics that may be controversial due to political beliefs or other influences, instruction shall be presented in a balanced manner that does not promote any particular viewpoint. Students shall not be discriminated against for expressing their ideas and opinions and shall be encouraged to respect different points of view.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6144 - Controversial Issues)

Constitution/Citizenship Day

Each year on or near September 17, in commemoration of Constitution and Citizenship Day, the district shall hold an educational program for students in grades K-12 pertaining to the United States Constitution which shall include exercises and instruction in the purpose, meaning, and importance of the Constitution, including the Bill of Rights. (Education Code 37221; 36 USC 106 Note)

(cf. 6115 - Ceremonies and Observances)

Student Voter Registration

To encourage students to participate in the elections process when they are of voting age, the Superintendent or designee shall provide high school students with voter registration information, including information regarding the state's online voter registration system.

The Superintendent or designee shall identify an employee at each high school whom the California Secretary of State may contact to facilitate the distribution of voter registration forms to eligible students. The Superintendent or designee shall provide the business address, phone number, and email address of each contact person to the Secretary of State. (Elections Code 2148)

The designated employee shall determine the most effective means of distributing voter registration forms provided by the Secretary of State, which may include, but are not limited to, distributing the forms at the start of the school year with orientation materials, placing voter registration forms at central locations, including voter registration forms with graduation materials, and/or providing links and the web site address of the Secretary of State's online voter registration system on the district's web site and in email notices sent to students.

The principal or designee may appoint one or more students enrolled at each high school to serve as voter outreach coordinators at that school. The voter outreach coordinator(s) may coordinate voter registration activities at the school to encourage eligible persons to register to vote. With the approval of the principal or designee, the voter outreach coordinator(s) may

CIVIC EDUCATION (continued)

also coordinate election-related activities on campus, including voter registration drives, mock elections, debates, and other election-related student outreach activities. (Education Code 49041)

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

(cf. 5145.13 - Response to Immigration Enforcement)

During the last two full weeks in April and September, in areas on each high school campus that are reasonably accessible to all students as designated by the principal or designee, the county elections official shall be allowed to register students and school personnel to vote. (Education Code 49040)

Legal Reference: (see next page)

CIVIC EDUCATION (continued)

Legal Reference:

EDUCATION CODE

54 *Student service on boards and commissions*
233.5 *Teaching of principles*
33540 *Standards for government and civics instruction*
37221 *Commemorative exercises including anniversary of U.S. Constitution*
48205 *Absence from school for jury duty or precinct board service*
49040-49041 *Student voter registration*
51210 *Courses of study, grades 1-6*
51220 *Courses of study, grades 7-12*
51470-51474 *State Seal of Civic Engagement*

ELECTIONS CODE

2146 *Student voter registration*
2148 *Student voter registration, contact person*
12302 *Precinct boards, appointment of students*

UNITED STATES CODE, TITLE 20

6711-6716 *Education for Democracy Act*

UNITED STATES CODE, TITLE 36

101-144 *Patriotic observances*

Management Resources:

AMERICAN BAR ASSOCIATION PUBLICATIONS

Essentials of Law-Related Education, rev. 2003

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

History-Social Science Content Standards

History-Social Science Framework for California Public Schools

CENTER FOR CIVIC EDUCATION PUBLICATIONS

Education for Democracy: California Civic Education Scope & Sequence, 2003

National Standards for Civics and Government, 1994

NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS (NAEP) PUBLICATIONS

Civics Assessment

WEB SITES

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

American Bar Association: http://www.americanbar.org/groups/public_education.html

American Political Science Association: <http://www.apsanet.org>

Bill of Rights Institute: <http://www.billofrightsinstitute.org>

California Association of Student Leaders: <http://www.casl1.org>

California Council for the Social Studies: <http://www.ccss.org>

California Secretary of State Online Voter Registration: <http://registertovote.ca.gov>

Center for California Studies: <http://www.csus.edu/calst>

Center for Civic Education: <http://www.civiced.org>

Center for Information and Research on Civic Learning and Engagement: <http://www.civicyouth.org>

Constitutional Rights Foundation: <http://www.crf-usa.org>

National Assessment of Educational Progress, Civics Assessment:

<http://nces.ed.gov/nationsreportcard/civics>

National Council for the Social Studies: <http://www.ncss.org>

ATHLETIC COMPETITION

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

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

(cf. 5030 - Student Wellness)

(cf. 5137 - Positive School Climate)

(cf. 6142.7 - Physical Education and Activity)

(cf. 7110 - Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

(cf. 1260 - Educational Foundation)

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 1325 - Advertising and Promotion)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 3290 - Gifts, Grants and Bequests)

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint alleging discrimination in the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

ATHLETIC COMPETITION (continued)**California Interscholastic Federation**

Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

The Board shall annually designate a representative to the local CIF league from each school that participates in CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

(cf. 0500 - Accountability)

Student Eligibility

Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

(cf. 3530 - Risk Management/Insurance)

(cf. 5111.1 - District Residency)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

(cf. 3260 - Fees and Charges)

(cf. 5143 - Insurance)

ATHLETIC COMPETITION (continued)**Sportsmanship**

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Code of Ethics adopted by CIF.

Students and staff shall be subject to disciplinary action for improper conduct.

(cf. 3515.2 - Disruptions)

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

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

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.4 - Student Disturbances)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

(cf. 5131.61 - Drug Testing)

(cf. 5131.63 - Steroids)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)

(cf. 5141.7 - Sun Safety)

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

(cf. 5142 - Safety)

ATHLETIC COMPETITION (continued)

The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations. (Education Code 35179.4)

In the event of a serious injury or a perceived imminent risk to a student's health during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

Whenever a serious injury or illness is suffered by a student athlete, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury or illness suffered by the student and any actions taken to treat the student.

Legal Reference: (see next page)

ATHLETIC COMPETITION (continued)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

17578 *Cleaning and sterilizing of football equipment*

17580-17581 *Football equipment*

32220-32224 *Insurance for athletic teams, especially:*

32221.5 *Required insurance for athletic activities*

33353-33353.5 *California Interscholastic Federation; implementation of policies, insurance program*

33354 *California Department of Education authority over interscholastic athletics*

33479-33479.9 *The Eric Parades Sudden Cardiac Arrest Prevention Act*

35160.5 *District policies; rules and regulations*

35179 *Interscholastic athletics*

35179.1 *California High School Coaching Education and Training Program*

35179.4 *Emergency action plan*

35179.5 *Interscholastic athletics; limitation on full-contact practices*

35179.6 *Automated external defibrillator, athletic activities*

48850 *Interscholastic athletics; students in foster care and homeless students*

48900 *Grounds for suspension and expulsion*

48930-48938 *Student organizations*

49010-49013 *Student fees*

49020-49023 *Athletic programs; legislative intent, equal opportunity*

49030-49034 *Performance-enhancing substances*

49458 *Health examinations, interscholastic athletic program*

49475 *Health and safety, concussions and head injuries*

49700-49701 *Education of children of military families*

51242 *Exemption from physical education for high school students in interscholastic athletic program*

HEALTH AND SAFETY CODE

1797.196 *Automated external defibrillator*

PENAL CODE

245.6 *Hazing*

CODE OF REGULATIONS, TITLE 5

4900-4965 *Nondiscrimination in elementary and secondary education programs, especially:*

4920-4922 *Nondiscrimination in intramural, interscholastic, and club activities*

5531 *Supervision of extracurricular activities of students*

5590-5596 *Employment of noncertificated coaches*

UNITED STATES CODE, TITLE 20

1681-1688 *Discrimination based on sex or blindness, Title IX*

CODE OF FEDERAL REGULATIONS, TITLE 34

106.31 *Nondiscrimination on the basis of sex in education programs or activities*

106.33 *Comparable facilities*

106.41 *Nondiscrimination in athletic programs*

COURT DECISIONS

Mansourian v. Regents of University of California, (2010) 602 F. 3d 957

McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275

Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990

Hartzell v. Connell, (1984) 35 Cal. 3d 899

ATHLETIC COMPETITION (continued)

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

Athletic Department Emergency Action Plan: Response Teams

California Interscholastic Federation Constitution and Bylaws

A Guide to Equity in Athletics

Guidelines for Gender Identity Participation

Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

Event Emergency Guidelines, 2013

Pursuing Victory with Honor, 1999

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

Acute Concussion Evaluation (ACE) Care Plan, 2006

NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS PUBLICATIONS

Emergency Action Planning Guide for After-School Practices and Events

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

Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter, February 22, 2017

Intercollegiate Athletics Policy Clarification: The Three-Part Test - Part Three, Dear Colleague Letter, April 20, 2010

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources: <http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment: <http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

TRANSITIONAL KINDERGARTEN

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

TRANSITIONAL KINDERGARTEN (continued)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

The Board shall establish the length(s) of the school day in the district's TK program. TK programs may be maintained for different lengths of time either at the same or different school sites, as long as the school day is at least three hours but no more than four hours. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 37202, 46111, 46115, 46117, 48003)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be placed in a classroom commingled with 4-year-old students from a California State Preschool Program as long as the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

TRANSITIONAL KINDERGARTEN (continued)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

TRANSITIONAL KINDERGARTEN (continued)

Legal Reference:

EDUCATION CODE

- 8235 *California State Preschool Program*
- 8973 *Extended-day kindergarten*
- 37202 *School calendar; equivalency of instructional minutes*
- 44258.9 *Assignment monitoring by county superintendent of schools*
- 46111 *Kindergarten, hours of attendance*
- 46114-46119 *Minimum school day, kindergarten*
- 46300 *Computation of ADA, inclusion of kindergarten and transitional kindergarten*
- 48000 *Age of admission, kindergarten and transitional kindergarten*
- 48002 *Evidence of minimum age required to enter kindergarten or first grade*
- 48003 *Kindergarten annual report*
- 48200 *Compulsory education, starting at age six*

Management Resources:

CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 3, 2013

California Preschool Learning Foundations, Vol. 3, 2012

California Preschool Curriculum Framework, Vol. 2, 2011

California Preschool Learning Foundations, Vol. 2, 2010

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

Regulation
approved:
Instruction

CSBA MANUAL MAINTENANCE SERVICE
July 2018
BP 6174(a)

EDUCATION FOR ENGLISH LEARNERS

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.

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, integrated across all subject areas, and aligned with the state content standards. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, emphasize inquiry-based learning and critical thinking skills, and provide students with access to the full educational program.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

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)

EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

(cf. 6162.51 - State Academic Achievement Tests)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

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)

EDUCATION FOR ENGLISH LEARNERS (continued)

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)

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.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. The district may offer a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

(cf. 6142.2 - World/Foreign Language Instruction)

2. The district may offer a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she 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)

BP 6174(d)

EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 5145.6 - Parental Notifications)

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

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 #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

EDUCATION FOR ENGLISH LEARNERS (continued)

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference:

EDUCATION CODE

300-340 *English language education, especially:*
305-310 *Language acquisition programs*
313-313.5 *Assessment of English proficiency*
430-446 *English Learner and Immigrant Pupil Federal Conformity Act*
33050 *State Board of Education waiver authority*
42238.02-42238.03 *Local control funding formula*
44253.1-44253.11 *Qualifications for teaching English learners*
48980 *Parental notifications*
48985 *Notices to parents in language other than English*
52052 *Numerically significant student subgroups*
52060-52077 *Local control and accountability plan*
52160-52178 *Bilingual Bicultural Act*
56305 *CDE manual on English learners with disabilities*
60603 *Definition, recently arrived English learner*
60640 *California Assessment of Student Performance and Progress*
60810-60812 *Assessment of language development*
62002.5 *Continuation of advisory committee after program sunsets*

CODE OF REGULATIONS, TITLE 5

854.1-854.3 *CAASPP and universal tools, designated supports, and accommodations*
854.9 *CASSPP and unlisted resources for students with disabilities*
11300-11316 *English learner education*
11510-11517.5 *California English Language Development Test*
11517.6-11519.5 *English Language Proficiency Assessments for California*

UNITED STATES CODE, TITLE 20

1412 *Individuals with Disabilities Education Act; state eligibility*
1701-1705 *Equal Educational Opportunities Act*
6311 *Title I state plan*
6312 *Title I local education agency plans*
6801-7014 *Title III, language instruction for English learners and immigrant students*
7801 *Definitions*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 *Discrimination prohibited*
200.16 *Assessment of English learners*

COURT DECISIONS

Valeria O. v. Davis, (2002) 307 F.3d 1036
California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al v. Berkeley Unified School District et al., (1989) 724 F.Supp. 698

ATTORNEY GENERAL OPINIONS

83 *Ops.Cal.Atty.Gen.* 40 (2000)

EDUCATION FOR ENGLISH LEARNERS (continued)

Management Resources:

CSBA PUBLICATIONS

English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018

English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018

Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

THE EDUCATION TRUST- WEST PUBLICATIONS

Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018

Unlocking Learning: Science as a Lever for English Learner Equity, January 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

The Education Trust-West: <https://west.edtrust.org>

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

EVALUATION OF THE INSTRUCTIONAL PROGRAM

The Governing Board recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the district's educational program in meeting district goals for student learning. The Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to identify strategies for improving student achievement.

(cf. 0200 - Goals for the School District)

(cf. 0500 - Accountability)

(cf. 6000 - Concepts and Roles)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall provide the Board and the community with regular reports on student achievement. The reports shall include data for each district school and for each numerically significant student subgroup, as defined in Education Code 52052, including, but not limited to, school and subgroup performance on statewide achievement indicators and progress toward goals specified in the district's local control and accountability plan (LCAP).

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

In addition, the Superintendent or designee shall conduct an evaluation of any new instructional program implemented in the district and shall regularly assess district progress toward increasing student achievement in all subject areas taught in the district. The findings of such evaluations and assessments shall be reported to the Board.

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education provided to district students.

Annual Evaluation of Consolidated Application Programs

The Board and the Superintendent or designee shall annually determine whether the district's categorical programs funded through the state's consolidated application are effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria may include, but are not necessarily limited to, the progress of all students participating in the program and of each numerically significant subgroup toward goals contained in the district's LCAP, the school's single plan for student achievement, and/or other applicable district or school plans.

EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

Western Association of Schools and Colleges (WASC) Accreditation

The Board believes that accreditation by the Western Association of Schools and Colleges (WASC) can foster excellence and ongoing academic improvement in the district's schools. The results of the accreditation process also may demonstrate to parents/guardians and the community that the schools are meeting their goals and objectives and the WASC criteria for school effectiveness through a viable instructional program.

The Superintendent or designee shall undertake procedures whereby district schools may achieve and maintain full WASC accreditation status. The schools shall conduct a self-study in accordance with WASC requirements, cooperate with the WASC committee during a site visit, and develop and review action plans to increase the effectiveness of the instructional program for students. The Superintendent or designee shall regularly report to the Board on the status of district schools and any WASC recommendations for school improvement.

Not later than 60 days after receiving the results of an inspection of a school by WASC or any other accrediting agency, the Superintendent or designee shall notify parents/guardians in writing of the inspection results and/or shall post the information on the district's or school's web site. (Education Code 35178.4)

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

If any district school loses its accreditation status, the Board shall give official notice at a regularly scheduled Board meeting. The Superintendent or designee shall provide written notification to each parent/guardian of a student in the school that the school has lost its accreditation status, including the potential consequences of the loss of accreditation status. This notice shall also be posted on the district's web site and the school's web site. (Education Code 35178.4)

Legal Reference: (see next page)

EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

Legal Reference:

EDUCATION CODE

33400-33407 Educational evaluations

35178.4 Notice of accreditation status

44662 Evaluation and assessment guidelines, certificated employee performance

48985 Compliance with translation of parental notifications

51041 Education program, evaluation and revisions

51226 Model curriculum standards

52052 Accountability; numerically significant student subgroups

52060-52077 Local control and accountability plan

62005.5 Failure to comply with purposes of funds

64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

3930-3937 Program requirements

3942 Continuity of funding

UNITED STATES CODE, TITLE 20

6311 State plans

Management Resources:

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES PUBLICATIONS

Focus on Learning: Joint ACS WASC/CDE Process Guide, 2017

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Western Association of Schools and Colleges (WASC), Accrediting Commission for Schools:

<http://www.acswasc.org>

USE OF SCHOOL FACILITIES

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

USE OF SCHOOL FACILITIES (continued)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

4. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

USE OF SCHOOL FACILITIES (continued)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(cf. 3515.21 - Unmanned Aircraft Systems (Drones))

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Time Limitations

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to any cause of action which is governed by a statute or regulation, including childhood sexual abuse and other causes of action specifically excepted from the Government Claims Act by Government Code 905, shall be filed in accordance with the governing statute or regulation. (Government Code 905, 935)
2. In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 but which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)
3. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Receipt of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case.
7. The signature of the claimant or the person acting on his/her behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

FINANCIAL REPORTS AND ACCOUNTABILITY**Interim Reports**

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

The interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

(cf. 3100 - Budget)

(cf. 3220.1 - Lottery Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

(cf. 3110 - Transfer of Funds)

Audit Report

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the control or jurisdiction of the district, as well as an

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3230 - Federal Grant Funds)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Report on Expenditures of State Facilities Funds

When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

Audits of facilities projects shall be concluded within one year of project completion, and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district
2. Three years from the date of the final fund release for an elementary school project
3. Four years from the date of the final fund release for a middle or high school project

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Non-Voter-Approved Debt Report

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

(cf. 3470 - Debt Issuance and Management)

(cf. 7214 - General Obligation Bonds)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report

In accordance with GASB Statement 75, the district's financial statements shall report the expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Policy
adopted:
All Personnel

CSBA MANUAL MAINTENANCE SERVICE
July 2018
AR 4157.2(a)
4257.2
4357.2

ERGONOMICS

The Superintendent or designee shall implement an ergonomics program to identify risk factors in the work environment that may result in injuries or illnesses to employees and shall design measures to mitigate such risk factors. The program shall include a study of body movements and positions used during work, the tools and equipment used, the physical environment (such as temperature, noise, and lighting), and the organizational environment (such as deadlines, teamwork, and supervision) in order to identify potential causes of stress on the body over time, such as exertion or strain, awkward or sustained posture, or repeated motions.

An employee who experiences pain, numbness, stiffness, swelling, tingling, weakness, or other symptom(s) of a repetitive motion injury (RMI) or other musculoskeletal disorder that may be caused or aggravated by workplace conditions shall report the problem to his/her supervisor.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

When an RMI which is objectively identified and diagnosed by a licensed physician to be a musculoskeletal injury has been reported by two or more district employees within a 12-month period, and is determined to be predominantly caused by a repetitive job, process, or operation of an identical work activity, the Superintendent or designee shall: (8 CCR 5110)

1. Evaluate each job, process, or operation of identical work activity at the work site, or a representative number of such jobs, processes, or operations of identical work activities, for exposures which have caused RMIs
2. Correct in a timely manner, or minimize to the extent feasible if correction is not possible, any exposures that have caused RMIs, taking into consideration engineering controls such as work station redesign, adjustable fixtures, or tool redesign, and administrative controls such as job rotation, work pacing, or work breaks
3. Provide staff training that includes an explanation of:
 - a. The district's ergonomics program
 - b. The exposures that have been associated with RMIs
 - c. The symptoms and consequences of injuries caused by repetitive motion
 - d. The importance of reporting symptoms and injuries to the district
 - e. Methods used by the district to minimize RMIs

AR 4157.2(b)
4257.2
4357.2

ERGONOMICS (continued)

Strategies adopted for identifying and correcting workplace conditions or practices that may increase employees' risk of RMIs may be incorporated into the district's injury and illness prevention program developed pursuant to Labor Code 6401.7 and 8 CCR 3203.

(cf. 4157/4257/4357 - Employee Safety)

Legal Reference:

EDUCATION CODE

44984 Industrial accident and illness leaves, certificated employees

45192 Industrial accident and illness leaves, classified employees

GOVERNMENT CODE

21153 Employer not to separate for disability members eligible to retire

LABOR CODE

142.3 Adoption, amendment or repeal of standards and orders

3200-4855 Workers' compensation, especially:

3550-3553 Employee notice

3600-3605 Conditions of liability

3760 Report of injury to insurer

4600 Provision of medical and hospital treatment by employer

4906 Disclosures and statements

5400-5404 Notice of injury or death

6303 Place of employment; employment

6305 Occupational safety and health standards; special orders

6310 Retaliation for filing complaint prohibited

6357 Standards for workplace ergonomics

6401.7 Injury prevention programs

6409.1 Reports

CODE OF REGULATIONS, TITLE 8

3203 Injury and Illness Prevention Program

5110 Repetitive motion injuries

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PUBLICATIONS

Ergonomic Hazards, Fact Sheet H

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. May 2011

WEB SITES

California Department of Industrial Relations, Division of Occupational Safety and Health:

<http://www.dir.ca.gov/dosh>

Policy
adopted:
Students

CSBA MANUAL MAINTENANCE SERVICE
July 2018
AR 5141.32(a)

HEALTH SCREENING FOR SCHOOL ENTRY

Comprehensive Health Screening for Grades K-1

The parent/guardian of a student in kindergarten or first grade shall submit to the Superintendent or designee a certification form developed by the California Department of Health Care Services (DHCS) and signed by the student's health examiner certifying that the student has completed a comprehensive health screening within 18 months prior to entry into first grade or within 90 days thereafter. (Health and Safety Code 124040, 124085)

(cf. 5111 - Admission)
(cf. 5141.3 - Health Examinations)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

The Superintendent or designee shall notify parents/guardians of all kindergarten students of the requirement to obtain a health screening and of the availability of the Child Health and Disability Prevention (CHDP) program established pursuant to Health and Safety Code 124025-124110 to assist eligible low-income families in obtaining the health screening. (Health and Safety Code 124100)

(cf. 5145.6 - Parental Notifications)

The notice and certification form shall be included with the notification of immunization requirements provided to parents/guardians prior to their child's enrollment in kindergarten and shall encourage completion of the health screening simultaneously with immunizations. The notice shall also be provided to the parent/guardian of any student who is enrolling in first grade without having attended kindergarten in the district.

(cf. 5141.31 - Immunizations)

In lieu of the certification, the parent/guardian may submit a waiver on a form developed by DHCS indicating that he/she does not want or is unable to obtain a health screening. If the waiver indicates that the parent/guardian was unable to obtain the services, the reasons should be included in the waiver. (Health and Safety Code 124085)

The waiver form shall be provided to a parent/guardian upon request.

The completed certification form or the waiver shall be maintained in the student's health file or cumulative record. (5 CCR 432)

(cf. 5125 - Student Records)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

During the first 90 days of the school year, the Superintendent or designee may contact any parent/guardian of a first-grade student who has not provided either the certification form or the waiver to ensure that the parent/guardian understands the health screening requirement and, if appropriate, his/her possible eligibility for the CHDP program.

The Superintendent or designee shall exclude from school, for not more than five school days, any first-grade student who does not present evidence of a health screening or a waiver on or before the 90th day after entering first grade. The exclusion shall begin on the 91st day after the student's entrance into the first grade, or if school is not in session, then on the next succeeding school day. (Health and Safety Code 124105)

The Superintendent or designee may exempt a student from exclusion when his/her parents/guardians have been contacted at least twice between the first day and the 90th day after the student's enrollment in first grade and the parents/guardians refuse to provide either a certification form or a waiver. (Health and Safety Code 124105)

(cf. 5112.2 - Exclusions from Attendance)

Oral Health Assessment for Grades K-1

No later than May 31 of the school year, the parent/guardian of any kindergarten student or of any first-grade student who was not previously enrolled in a public school shall certify that the student has received an oral health assessment. The oral health assessment shall have been performed by a licensed dentist or other authorized dental health professional no earlier than 12 months prior to the date of the student's initial enrollment. (Education Code 49452.8)

The Superintendent or designee shall notify parents/guardians of students in grades K-1 of the oral health assessment requirement. The notification shall, at a minimum, consist of a letter that includes all of the following: (Education Code 49452.8)

1. An explanation of the administrative requirements of the law
2. Information on the importance of primary teeth
3. Information on the importance of oral health to overall health and to learning
4. A toll-free telephone number to request an application for Medi-Cal or other government-subsidized health insurance programs
5. Contact information for county public health departments

6. A statement of privacy applicable under state and federal laws and regulations
AR 5141.32(c)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

The notification, along with a copy of the certification form developed by the California Department of Education, shall be provided to parents/guardians when they register their child for school.

Following completion of the assessment, the parent/guardian shall submit to the Superintendent or designee a completed certification form which has been signed by the dental health professional.

A parent/guardian may be excused from complying with the oral health assessment requirements if he/she indicates on the certification form that the assessment could not be completed for any of the following reasons: (Education Code 49452.8)

1. Completion of an assessment poses an undue financial burden on the parent/guardian.
2. The parent/guardian lacks access to a licensed dentist or other dental health professional.
3. The parent/guardian does not consent to an assessment.

If the district hosts a free oral health assessment event at which licensed dentists or other licensed dental health professionals perform school site assessments of students enrolled in the school, any student who has not had an oral health assessment shall be given an assessment unless his/her parent/guardian has indicated on the certification form that he/she does not consent to the student receiving an assessment. However, a student shall not receive dental treatment of any kind without his/her parent/guardian's informed consent for the treatment. (Education Code 49452.8)

Students who are not assessed, or for whom the parents/guardians fail to return the certification form, shall not be excluded from school attendance.

By July 1 of each year, the Superintendent or designee shall report data on oral health assessments to the state dental director and/or the county office of education in accordance with Education Code 49452.8.

The report shall also be provided to the Governing Board. The identity of any student shall not be included in the report.

Legal Reference: (see next page)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

Legal Reference:

EDUCATION CODE

48985 Notice to parents in language other than English

49060-49079 Student records

49452.8 Oral health assessment

HEALTH AND SAFETY CODE

104395 Child Health and Disability Prevention Program expansion

124025-124110 Child Health and Disability Prevention Program, especially:

124085 Certificate documenting health screening and evaluation services; waiver by parent/guardian

124100 Distribution of program information to parents/guardians of kindergarten children

124105 Exclusions and exemption; legislative intent of notification contents

CODE OF REGULATIONS, TITLE 5

432 Student records

CODE OF REGULATIONS, TITLE 17

6800-6874 Child Health and Disability Prevention Program

Management Resources:

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

Child Health & Disability Prevention (CHDP) Program: Oral Health Educational Resources for

Children and Teens (6-20 years), rev. July 2013

CHDP School Handbook: School Entry Health Examination Requirements, rev. January 2006

WEB SITES

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

California Dental Association: <http://www.cda.org>

California Department of Education, Health Services: <http://www.cde.ca.gov/ls/he/hn>

California Department of Health Care Services, Child Health and Disability Prevention Program:

<http://www.dhcs.ca.gov/services/chdp>

California Healthy Kids Resource Center: <https://www.ccrcca.org/resources/family-resource-directory/item/california-healthy-kids-resource-center>

SCHOOL HEALTH SERVICES**Types of Health Services**

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

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

3. First aid and administration of medications

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

4. Diagnosis and treatment of minor injuries and acute medical conditions

5. Management of chronic medical conditions

(cf. 5141.23 - Asthma Management)

6. Basic laboratory tests

7. Emergency response procedures

(cf. 5141 - Health Care and Emergencies)

8. Nutrition services

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

(cf. 5030 - Student Wellness)

9. Oral health services that may include preventive services, basic restorative services, and referral to specialty services

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)

SCHOOL HEALTH SERVICES (continued)

(cf. 5145.6 - Parental Notifications)

10. Mental 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

(cf. 5141.52 - Suicide Prevention)

(cf. 6164.2 - Counseling/Guidance Services)

11. Substance abuse prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

12. Vision and audiology services

13. Speech therapy

14. Occupational therapy

15. Physical therapy

16. Reproductive health services

(cf. 5141.25 - Availability of Condoms)

17. Specialized health care services for students with disabilities

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

18. Medical transportation

19. Targeted case management

20. Referrals and linkage to services not offered on-site

21. Public health and disease surveillance

22. Individual and family health education

23. School or districtwide health promotion

SCHOOL HEALTH SERVICES (continued)

Medi-Cal Billing

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)

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)

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)

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)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

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)

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

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.

SCHOOL HEALTH SERVICES (continued)

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.

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.

SUSPENSION AND EXPULSION/DUE PROCESS

Definitions

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

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

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

Notice of Regulations

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

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Electronic act means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - *Sexual Harassment*)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - *Hate-Motivated Behavior*)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - *Nondiscrimination/Harassment*)

Suspension from Class by a Teacher

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the available evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
 - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice,

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Stipulated Expulsion**

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- (c) Permit one of the support persons to accompany the complaining witness to the witness stand

- 6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

ATHLETIC COMPETITION**Nondiscrimination and Equivalent Opportunities in the Athletic Program**

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

(cf. 5125 - Student Records)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

ATHLETIC COMPETITION (continued)

- c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms, practice facilities, and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity
11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

ATHLETIC COMPETITION (continued)

(cf. 3580 - District Records)

Concussions and Head Injuries

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, *full-contact practice* means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

Heat Illness

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

ATHLETIC COMPETITION (continued)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

Sudden Cardiac Arrest

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by CIF, the student and his/her parent/guardian shall, prior to the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Automated External Defibrillators

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

(cf. 5141 - Health Care and Emergencies)

ATHLETIC COMPETITION (continued)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

Additional Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, in addition to providing his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above, send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

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

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

7. Includes a copy of the local CIF league rules

ATHLETIC COMPETITION (continued)

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, or prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

EDUCATION FOR ENGLISH LEARNERS

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

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)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she 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)

AR 6174(b)

EDUCATION FOR ENGLISH LEARNERS (continued)

The ELPAC shall be administered in accordance with test publisher instructions and 5 CCR 11518.5-11518.20. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11518.30-11518.35.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11518.25-11518.35; 20 USC 1412)

(cf. 6159 - Individualized Education Program)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
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

EDUCATION FOR ENGLISH LEARNERS (continued)

- b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
- 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

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.

AR 6174(d)

EDUCATION FOR ENGLISH LEARNERS (continued)

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
 - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
 - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
 - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

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

AR 6174(e)

EDUCATION FOR ENGLISH LEARNERS (continued)

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.

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

EDUCATION FOR ENGLISH LEARNERS (continued)

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support.

Advisory Committee

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis

3. Establishment of a district program, goals, and objectives for programs and services for English learners

AR 6174(g)

EDUCATION FOR ENGLISH LEARNERS (continued)

4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

TERMS OF OFFICE

The Governing Board shall consist of five members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each year in which the Board's elections are regularly held. (Education Code 35012)

(cf. 9220 - Governing Board Elections)

The term of office for Board members elected in regular elections shall be four years, commencing on the second Friday in December following their election. (Education Code 5017)

(cf. 9223 - Filling Vacancies)

(cf. 9224 - Oath or Affirmation)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Board members whose terms have expired shall continue to discharge the duties of office until their successors have qualified by taking the oath of office. (Education Code 5017; Government Code 1302, 1360)

If a regularly scheduled Board election date is changed due to consolidation with a statewide or municipal general election, the term of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Legal Reference:

EDUCATION CODE

5000-5033 Election of school district board members

35010 Control of district

35012 Board members; number, election and terms

35107 Eligibility

ELECTIONS CODE

1302 Local elections, school district election

10400-10418 Consolidation of elections

14050-14057 California Voter Participation Rights Act

GOVERNMENT CODE

1302 Continuance in office until qualification of successor

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

Management Resources:

WEB SITES

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

Regulation
approved:
Board Bylaws

CSBA MANUAL MAINTENANCE SERVICE
July 2018
BB 9310(a)

BOARD POLICIES

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to students, staff, parents/guardians, and the community.

(cf. 9000 - Role of the Board)

The Board shall ensure that district policies align with the district's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0415 - Equity)

(cf. 0460 - Local Control and Accountability Plan)

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

BB 9310(b)

BOARD POLICIES (continued)

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision statement, new goals in the local control and accountability plan, educational research or trends, an incident that has arisen in the district, or a recommendation or request from staff, a parent/guardian, or other interested person.
2. As needed, the Superintendent or designee shall gather fiscal data, staff and public input, related district policies, sample policies from the California School Boards Association or other organizations or agencies, and other useful information and data to fully inform the Board about a particular issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, community expectations, staff recommendations, and the expected impact of the policy on student learning and well-being, equity, governance, and the district's fiscal resources and operational efficiency.
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.
5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or the desire to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date if so designated by the Board at the time of adoption.

BOARD POLICIES (continued)

Board Bylaws

The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other provisions. The Superintendent or designee may also develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve administrative regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At any time, the Board and Superintendent or designee may determine that progress reports to the Board on the implementation and/or effectiveness of the policy should be scheduled. If so, the Board and Superintendent or designee shall agree upon a timeline and, as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. The policy manual shall be maintained electronically and/or by paper copy.

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

BB 9310(d)

BOARD POLICIES (continued)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communication strategy depending on the issue. Policies shall be posted on the district's web site when required by law.

(cf. 1112 - Media Relations)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6020 - Parent Involvement)

Legal Reference:

EDUCATION CODE

35010 *Control of district; prescription and enforcement of rules*
35160 *Authority of governing boards*
35160.5 *Annual review of school district policies*
35163 *Official actions, minutes and journal*
35164 *Vote requirements*

Management Resources:

WEB SITES

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online), Policy Review Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: <http://www.csba.org/ps>



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Dr. Emilio Handall, Superintendent

FROM: Gloria Grijalva
Chief Business Official

BOARD MEETING DATE: November 14, 2018

BOARD AGENDA ITEM: Declaration of Surplus Property

BACKGROUND:

Business Services has determined that the GUSD owned vehicle listed below is no longer suitable for District use. It is recommended that the Board declares the vehicle as surplus. The Chief Business Official is thus authorized to sell or otherwise dispose of the vehicle in accordance with California Education Code, Section 17545-17547.

1998 Dodge Van

The following offers were received for the van:

- | | |
|--------------------------|--------------------|
| 1) Central Coast | \$100 |
| 2) San Luis Auto Salvage | \$150 free pick up |
| 3) Gonzalo Morales | \$300 |

Note that sale to a salvage yard requires a salvage certificate \$50, plus inspection by the DMV or CHP, prior history fee and registration fee.

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

56398113011

AUTOMOBILE

PERM EXEMPT

VEHICLE ID NUMBER
2B4GP25R6WR519787

YR
MODEL
1998 DODG

PLATE NUMBER
883176
REGISTRATION
EXPIRATION DATE
12/31/2099

BODY TYPE MODEL
SV

AX UNLADEN
WEIGHT

FUEL
G

TRANSFER DATE

FEES PAID
NONE

YR 1ST
SOLD
1998

CLASS
EK

*YR

MO
DZ

EQUIPMT/TRUST NUMBER

ISSUE DATE
12/10/98

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE
10/29/1998

ODOMETER READING
10 MI

REGISTERED OWNER(S)
GUADALUPE UNION SCHL DIST
PO BX 788
GUADALUPE CA 93434

ACTUAL MILEAGE

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X

SIGNATURE OF REGISTERED OWNER

1b. DATE X

SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [] [] [] [] [] [] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFeree/BUYER SIGNATURE(S)
	X		X
PRINTED NAME OF AGENT SIGNING FOR A COMPANY		PRINTED NAME OF AGENT SIGNING FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2. X
Signature releases interest in vehicle. (Company names must be countersigned)
Release Date

CA 36642514
REG. 12/30/98

APPLICATION FOR SALVAGE CERTIFICATE OR NONREPAIRABLE VEHICLE CERTIFICATE

☒ ORIGINAL ☐ DUPLICATE

COMPLETE ONLY SECTION 1 OR SECTION 2 WITH SECTION 3

SECTION 1 — SALVAGE CERTIFICATE

VEHICLE LICENSE NUMBER 883176	MAKE OF VEHICLE DODGE	YEAR 1998	VEHICLE IDENTIFICATION NUMBER (VIN) 2B4GP25R6WR519787
STATE OF LAST REGISTRATION CA	DATE REGISTRATION EXPIRES 7/1/2019		CLAIM NUMBER
COST/VALUE \$618.00	DATE WRECKED OR DESTROYED	DATE STOLEN	DATE RECOVERED

The undersigned certifies that the above described vehicle, for which properly endorsed titling documents are attached, is a total-loss salvage, and requests the Department of Motor Vehicles to issue a Salvage Certificate. **NOTE: A Salvage Certificate cannot be issued for a stolen vehicle unless the vehicle has been recovered and determined to be a total loss (CVC 11515f).**

DATE 7/9/2018	SIGNATURE OF APPLICANT OR AUTHORIZED AGENT X		
PRINTED NAME OF INSURANCE COMPANY OR APPLICANT SISC II Policy # SAP 7118 19-69203		DL OR ID NUMBER (IF APPLICABLE)	
STREET ADDRESS 2000 K Street	CITY Bakersfield	STATE CA	ZIP CODE 93301
PRINTED NAME OF AGENT (IF APPLICABLE) Gloria Grijalva		OCCUPATIONAL LICENSE NUMBER (IF APPLICABLE)	

SECTION 2 — NONREPAIRABLE VEHICLE CERTIFICATE

A vehicle declared nonrepairable may not be titled or registered for use on the roads or highways of California. A "nonrepairable vehicle certificate" is a vehicle ownership document issued to the owner of a nonrepairable vehicle. Ownership of the vehicle may only be transferred two times on a nonrepairable vehicle certificate (CVC 432).

VEHICLE LICENSE NUMBER 883176	MAKE OF VEHICLE Dodge	YEAR 1998	VEHICLE IDENTIFICATION NUMBER (VIN) 2B4GP25R6WR519787
STATE OF LAST REGISTRATION CA	DATE REGISTRATION EXPIRES 07/01/2019		CLAIM NUMBER
COST/VALUE \$618.00	DATE WRECKED OR DESTROYED	DATE STOLEN	DATE RECOVERED

☐ Surgical Strip ☐ Burned Hulk ☒ Owner Declared (CVC 431)

The undersigned certifies that the above described vehicle, for which properly endorsed titling documents are attached, is a nonrepairable vehicle, and requests the Department of Motor Vehicles to issue a Nonrepairable Vehicle Certificate.

DATE 07/12/18	SIGNATURE OF APPLICANT OR AUTHORIZED AGENT X		
PRINTED NAME OF INSURANCE COMPANY OR APPLICANT Gloria Grijalva		DL OR ID NUMBER (IF APPLICABLE)	
STREET ADDRESS 4465 Ninth St.	CITY Guadalupe	STATE CA	ZIP CODE 93434
PRINTED NAME OF AGENT (IF APPLICABLE)		OCCUPATIONAL LICENSE NUMBER (IF APPLICABLE)	

SECTION 3 — CERTIFICATION OF LICENSE PLATE DISPOSITION

The license plates assigned to this vehicle:

- ☐ Are being surrendered Plates surrendered: ☐ one ☐ two
☐ Have been lost
☐ Have been destroyed (Occupational Licensees Only) Occupational License Number _____
☒ Plate with owner — Retained by owner for reassignment

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	SIGNATURE X
------	----------------

AGREEMENT FOR LEASE OF SCHOOL BUS

THIS SCHOOL BUS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and effective as of August 17, 2018, by and between Vista Del Mar School District, a political subdivision of the State of California (hereinafter referred to as the "Lessor") and Guadalupe School District, a political subdivision of the State of California (hereinafter referred to as the "Lessee.")

WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a school bus for the transportation of Lessee's students; and

WHEREAS Lessor owns a surplus school bus not currently required for transport of Lessor's students;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Lease**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described school bus (the "Bus"):

Bus Make: International

Year Manufactured: 2008

Bus Chassis Number: 4DRBUAFL58A503867

Bus CA License Number: E1253328

2. **Term**. This Lease shall be for a term of one (1) year commencing on August 20, 2018, and may be terminated by either party upon at least ten (10) days' prior written notice to the other party.

3. **Lease Payment**. The Lease payment for the use of Bus shall be Three Thousand Dollars (\$3,000.00) per month, subject to Section 5. The Lease fee for partial months shall be calculated utilizing a daily rate of One Hundred Dollars (\$100.00) per day.

4. **Use**. The use of the Bus shall be for school purpose only. Lessee shall comply with and conform to all national, state, municipal, policy and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Bus. Lessee is aware of the requirements of SB 1072 (Stats. 2016) regarding the need for a Child Safety System to be installed on all school buses and will comply with Vehicle Code section 28160, as it may be revised from time to time.

5. **Maintenance and Repairs**. In the event that at time of the Lease inception, the Bus is in need of extensive repairs in excess of \$1,000, the cost of any such repairs, not to exceed \$6,000, may be deducted from the monthly Lease payment at no more than \$2,000 per month for the first three months.

Thereafter, Lessee, at its own cost and expense, shall maintain the Bus and keep the Bus in good repair, condition and working order and shall furnish any and all parts and labor, required to keep the Bus in good mechanical working order.

6. **Loss and Damage.** Lessee hereby assumes and shall bear the entire risk of loss and damage to the Bus from any and every cause whatsoever during the term of this Lease. No loss or damage to the Bus or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease. In the event of loss or damage of any kind whatever to the Bus, Lessee shall, at Lessor's option (i) place the same in good repair, condition and working order; or (ii) replace the same with a like bus in good repair condition and working order; or (iii) pay to Lessor the replacement cost of the Bus.

7. **Surrender.** Upon the expiration or earlier termination of this Lease, Lessee shall return the Bus to Lessor in good condition, normal wear and tear excepted, by delivering the Bus at Lessee's cost and expense to Lessor.

8. **Insurance.** Lessee shall procure and continuously maintain and pay for: all risk insurance against loss of and damage to the Bus for not less than the full replacement value of the Bus, naming Lessor as loss payee; and, combined comprehensive general liability and property damage insurance with limits of \$2 million per occurrence and \$5 million annual aggregate naming Lessor as an additional insured and loss payee. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor, shall provide at least thirty (30) days advance written notice to Lessor of any cancellation, change or modification, and shall provide primary coverage for the protection Lessor without regard to any other coverage carried by Lessor protecting against similar risks. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance, if requested. The insurance inclusive of comprehensive insurance and third party insurance and accidental insurance for student's travel shall be borne by Lessee and shall indemnify Lessor in case of any lapse in such case.

9. **Fees and Taxes.** Lessee shall keep the Bus free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, or local government or any agency, or department thereof, upon the Bus or the use, operation or leasing of the Bus or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee.

10. **Lessee's Payment.** In case of failure of Lessee to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor by Lessee with the next year installment of rent, and failure to repay the same shall carry with it interest at eighteen percent (18%) per annum, as failure to pay any installment of payment due under this Lease.

11. **Indemnity.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Bus.

12. **Default.** If Lessee fails to pay any Lease payment within thirty (30) days of when due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies: To declare the entire amount of the Lease immediately due and payable without notice or demand to Lessee; to sue for and recover all Lease payments, and other payments, then accrued or thereafter accruing; to terminate this Lease; or to pursue any other remedy at law or in equity.

13. **Ownership and Operation.** The Bus is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Lessee will supply all labor required for the operation of the Bus during the term of this Lease.

14. **Entire Agreement.** This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

15. **Notices.** Service of all notices under this Agreement shall be sufficient if given by only registered post or by mutual service with acknowledgement, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

17. **Assignment.** Lessee shall not assign this Lease or its interest in the Bus without the prior written consent of Lessor.

18. **Governing Law.** This Lease shall be construed and enforced according to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

LESSEE:

VISTA DEL MAR SCHOOL DISTRICT

GUADALUPE SCHOOL DISTRICT

By: William Banning 8/20/18
William Banning, Superintendent

By: Gloria Grijalva 8/20/18
Gloria Grijalva, Chief Business
Official



INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

Guadalupe Union School District

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Santa Maria Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the

District for at least one academic year, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre

and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - (1) valid corresponding Clear or Life credential,
 - (2) three years successful teaching experience, and
 - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or

education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury

to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT
INFORMATION:

Guadalupe Union School District
4465 Ninth Street
Guadalupe, CA 93434
Attn: Anita Flores
Fax: (805) 343-6155

UNIVERSITY CONTACT
INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

Brandman University and the Guadalupe Union School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 10/29/2018, and continuing until 10/28/2020 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT

REPRESENTATIVES:

Signature:

Name:

Title:

Superintendent

Date:

Signature:

Name:

Title:

Human Resources

Date:

UNIVERSITY:

Signature:

Name:

Phillip L. Doolittle

Title:

Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Date:

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
 - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

(5) Supervision of Interns.

(a) In all internship programs, the participating institutions shall provide supervision of all interns.

(b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

(6) Assignment and Authorization. To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

(7) Participating Districts. Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

(8) Early Program Completion Option. Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
 - Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B
Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*



SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Santa Maria Campus.

TEACHER EDUCATION ☒

SCHOOL PSYCHOLOGY ☐

SCHOOL COUNSELING ☐

EDUCATION ADMINISTRATION ☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Guadalupe Union School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Guadalupe Union School District
4465 Ninth Street
Guadalupe, CA 93434
Attn: Anita Flores
Fax: (805) 343-6155

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 10/29/2018 and shall continue in full force and effect through 10/28/2021. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: _____
 Title: _____
 Date: _____

UNIVERSITY: Signature: _____
 Name: Phillip L. Doolittle
 Title: Executive Vice Chancellor of Finance and
 Administration and Chief Financial Officer
 Date: _____

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.



James C. Hann, Esq.
Stephen C. Kim, Esq.
Meghan Herning, Esq.
www.hannlawfirm.com

Main Office and Mailing Address:
111 W. Saint John Street Ste. 888
San Jose, CA 95113
Telephone (408) 755-9793
Facsimile (408) 702-2434

Sacramento Office:
2377 Gold Meadow Way Ste. 100
Gold River, CA 95670
Telephone (408) 755-9793
Facsimile (408) 702-2434

October 31, 2018

Dear Mary Buren Elementary School:

I have enclosed a check for \$5,000.00. On behalf of the Hann Firm I want to wish you a great rest of the year! Please don't hesitate to call me at 408 755 9793 ext 1005 if there are any issues.

Regards,

A handwritten signature in blue ink, appearing to read "Meghan Herning", is written over the typed name.

Meghan Herning, Esq.



HANN LAW FIRM
111 W SAINT JOHN ST STE 888
SAN JOSE, CA 95113-1122

Bank of America
ACH R/T 121000358

3353

11-35/1210 CA
70035

10/30/2018

PAY TO THE ORDER OF Mary Buren Elementary School

\$ **5,000.00

Five thousand and 00/100*****

Mary Buren Elementary School

DOLLARS

AUTHORIZED SIGNATURE

MEMO
Hann Law Firm Donation

⑈003353⑈ ⑆121000358⑆ 325105087331⑈

Photo Safe Deposit®
Details on Back.

GUADALUPE UNION SCHOOL DISTRICT

**AGENDA DESCRIPTION RE: APPROVAL OF AGREEMENT FOR PURCHASE AND
SALE AND JOINT ESCROW INSTRUCTIONS**

(Approximately 5.1 acres of land located,
in the City of Guadalupe, County of Santa Barbara, California)

**I. AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW
INSTRUCTIONS**

Discussion:

District Administration has prepared a purchase agreement between the District and the City of Guadalupe for the District's proposed acquisition of approximately 5.1 acres of unimproved land located at site commonly known as the DH Farms Site, in the City of Guadalupe, County of Santa Barbara, State of California (the "Property"). The document entitled "Agreement for Purchase and Sale and Joint Escrow Instructions" comprises the proposed terms for this property transaction. Staff recommends that the Board approve this agreement in order to acquire the Property in accordance with the terms set forth in the agreement.

Action:

- 1) Approval by the Board of the "Agreement for Purchase and Sale and Joint Escrow Instructions" between the District and City of Guadalupe.
- 2) Approval by Board of a delegation of authority to the Superintendent, or his designee, to execute the final Purchase and Sale and Joint Escrow Agreement, subject only to minor, non-substantive revisions made in consultation with staff and District legal counsel, and subject to Board ratification, if necessary.

**PURCHASE AND SALE AGREEMENT
AND PRELIMINARY JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") is made this _____ day of _____, 2018 (the "Effective Date"), by and between the City of Guadalupe, a municipal corporation (the "Seller" or "City"), and the Guadalupe Union School District, a California school district (the "Purchaser" or "District"), collectively referred to as the "Parties" and singularly as "Party," with reference to the following facts:

RECITALS

A. Guadalupe Beach, LLC, a California limited liability company (the "Developer") along with others, are currently the owners of approximately 196.5 acres of unimproved real property located in the City of Guadalupe, County of Santa Barbara, State of California, as generally set forth in the DJ Farms Specific Plan, which property is more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein (the "DJ Farms Site");

B. Developer seeks to develop approximately 800 buildable lots within the DJ Farms Site located within Seller's municipal boundaries and within Purchaser's school district boundaries;

C. Developer has irrevocably dedicated approximately 5.1 acres of the DJ Farms Site, as identified in Exhibit C, attached hereto, (the "Property") to Seller in lieu of Quimby Fees as provided for at Government Code Section 66477. Seller has accepted the dedication and is willing to sell the Property to Purchaser and Purchaser intends to purchase the Property from Seller, subject to the terms and conditions set forth in this Agreement;

D. By way of separate transaction, Purchaser acquired 12.5 acres of the DJ Farms Site from the Developer, located adjacent to the Park Site, (the "School Site") for purposes of constructing a school (the "School").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the Parties, Seller and Purchaser agree as follows:

AGREEMENT

1. **PROPERTY.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, subject to the terms and conditions set forth in this Agreement.

The Parties acknowledge that, for purposes of the Subdivision Map Act and specifically Government Code Section 66428(a)(2), the conveyance of property to Purchaser, a public entity, is exempt from the requirements of the Subdivision Map Act (the "Act") in that it does not require the property conveyed to be a legally subdivided parcel prior to acquisition by Purchaser. A master vesting tentative tract map was approved by Seller on August 13, 2013 that contained lot numbers for the parcels comprising the Property. The transfer of the Property shall be accomplished by either (1) recordation of a deed containing a metes and bounds description in a survey map to be

prepared by a surveyor or engineer that legally describes and depicts, in detail, the Property to be conveyed from Seller, or (2) if a final subdivision map has been approved by City in which the Property is described by reference to lot numbers, recordation of a deed containing a legal description using said lot numbers.

2. PURCHASE PRICE AND OTHER COSTS; PAYMENT.

2.1 Purchase Price Amount. The purchase price for the Property is Six Hundred Ninety-Five Thousand Four Hundred Fifty-Five Dollars (\$695,455.00) plus Forty-Nine Thousand Two Hundred Eighty Dollars and Sixty-Four Cents (\$49,280.64) in interest to compensate Seller for the delay in the purchase and sale which was originally supposed to occur in 2015 (collectively referred to as the "Purchase Price")

2.2 Construction of Park Improvements.

2.2.1 If Purchaser decides to use the Property as a park as originally intended by the parties, Seller agrees to cooperate with Purchaser by collaborating on applications for grant funding for the design and installation of improvements for the park, but this is not a requirement of this Agreement.

3. ESCROW. Escrow Holder shall be First American Title Company, located at 411 East Betteravia, Santa Maria, California 93454; P.O. Box 1842 (93456); Tel: (805) 922-5861; Fax: (866) 223-4941; Attn: Annette Mudanca ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The Parties agree to execute all further supplemental escrow instructions required by Escrow Holder or by this Agreement, which further instructions shall be consistent with this Agreement. "Close of Escrow" or "Closing Date" is defined to be the date a grant deed from Seller to Purchaser for the Property is recorded in the Office of the Santa Barbara County Recorder. Escrow shall close on or before ten (10) business days after the Purchaser's approval of the Due Diligence Period (the "Closing Date").

4. TITLE. Within ten (10) business days of the Effective Date of this Agreement, Purchaser shall obtain a preliminary title report covering the Property, issued by Escrow Holder (the "Preliminary Report"). Purchaser shall approve or disapprove any exceptions to title shown on the Preliminary Report in writing by no later than fifteen (15) business days after receipt by Purchaser of the Preliminary Report and copies of all recorded documents shown as exceptions to title on the Preliminary Report, or any supplemental report issued prior to the Close of Escrow. Seller may, at Seller's election, cause any title exceptions disapproved in such manner by Purchaser to be removed before the Close of Escrow, provided, however, that Seller shall remove, by or at the Close of Escrow, all monetary liens, if any. If Seller elects not to, or fails to, remove any one or more of such disapproved exceptions prior to the Close of Escrow, or if any additional items appear which would show as exceptions to title insurance in the title policy, and Seller fails to remove the same prior to the scheduled date for the Close of Escrow, Purchaser shall have the choice of: (i) terminating this Agreement and the escrow, in which event neither Seller nor Purchaser shall have

any further rights or obligations under this Agreement; or (ii) waiving such objection and completing the purchase called for in this Agreement.

5. DUE DILIGENCE.

5.1 Property Documents. Within ten (10) business days of the Effective Date of this Agreement, Seller shall provide Purchaser copies of the following documents, if any, that are in its possession or under its control: (i) relevant studies, documents, land surveys, soils reports, licenses, permits, maintenance contracts, utility contracts, management contracts, service contracts, warranties, ADA compliance, Field Act compliance, approvals, and other documents and/or contracts pertaining to the Property, together with any amendments or modifications, (ii) any and all information that Seller has regarding environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to, Phase I and/or Phase II Environmental Assessments, wetlands, structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property, (iii) copies of leases and relative correspondence, and (iv) any other documents relevant to the use, occupancy, or condition of the Property (collectively, "Property Documents"). Notwithstanding the foregoing, Seller shall have no obligation to cause any of the documents described as Property Documents to be created or produced if such document does not already exist.

5.2 Physical Inspection. Purchaser and Purchaser's agents and representatives shall have the right to enter onto the Property from and after the Effective Date through and including the date which is ninety (90) days after the Effective Date (the "Due Diligence Period") to make any Inspection and determine whether the Property is acceptable to Buyer. Within three (3) business days of the Effective Date of this Agreement, Seller in coordination with Developer, shall provide Purchaser and Purchaser's agents and representatives with access to the Property, pursuant to Section 5.3 below, to make any Inspections. "Inspections" include reasonable non-destructive inspections, investigations, tests, copies, verifications, assessments, surveys and studies as Purchaser considers reasonably necessary or desirable under the circumstances regarding the Property and its condition. Inspections may include, without limitation, Inspections regarding zoning, building codes and other governmental regulations; imposition of governmental obligations and assessments; architectural inspections; engineering tests; economic feasibility and marketing studies; availability of sewer, water, storm drain and other utilities; availability of roads, access and services; soils, seismic, engineering and geologic reports; environmental assessments (including, but not limited to, soil borings during a Phase II environmental assessment), studies, tests and reports; structural and mechanical systems inspections; and availability of permits, land use entitlements, development rights and approvals and other governmental approvals. All Inspections shall be made at Purchaser's sole cost and expense and shall not unreasonably interfere with Seller's or Developer's operations at the Property. Purchaser shall repair any damage to the Property caused by any Inspections. Prior to the expiration of the Due Diligence Period, Purchaser shall provide Seller with written notice of Purchaser's disapproval of the Property, in Purchaser's sole discretion. Purchaser's failure to provide Seller with written notice of Purchaser's disapproval shall be deemed to be an approval of the Property. If Purchaser, in its sole discretion, disapproves the Property for any reason, Purchaser or Seller may terminate this Agreement by written notice to the other within the Due Diligence Period. If this Agreement is terminated pursuant to this

section, then neither party shall have any rights or obligations arising out of this Agreement, except as otherwise set forth in this Agreement.

5.3 Access. Seller and Developer shall coordinate with each other to provide access to the Property during the Due Diligence Period to Purchaser, its agents, employees, or contractors during normal business hours at reasonable times, upon at least one (1) business days' notice to Seller, at Purchaser's own cost and risk, with insurance as required pursuant to Section 5.3.1 below, for the purpose of conducting the Inspections. Purchaser shall restore the Property as a result of such Inspections, and return the affected portion of the Property to its condition immediately prior to such Inspection.

5.3.1 Insurance. At all times prior to the Close of Escrow, Purchaser shall maintain commercial general liability insurance covering the activities of Purchaser on the Property. Such insurance shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Three Million Dollars (\$3,000,000), shall name Seller and Developer as additional insured, shall be primary and noncontributing with any other insurance available to Seller, and shall be issued on an occurrence basis. Prior to any entry on to the Property by Purchaser or its agents, employees, or contractors, Purchaser shall furnish Seller with a certificate of such insurance in form and substance reasonably acceptable to Seller.

6. CONDITIONS TO PURCHASER'S PERFORMANCE. Purchaser's obligation to perform under this Agreement is subject to the following conditions:

6.1 Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow;

6.2 Seller's performance of all obligations under this Agreement;

6.3 The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date, except for reasonable wear and tear, and no event shall have occurred, or any condition have arisen, that as of the Closing Date materially and adversely affects all or any part of the Property or its current or prospective operation, use, value, income, expenses, or occupancy; and

6.4 Escrow Holder being prepared to issue the Title Policy, hereinafter defined, on the Close of Escrow, subject only to the Approved Exceptions, hereinafter defined.

7. CONDITIONS TO SELLER'S PERFORMANCE. Seller's obligation to perform under this Agreement is subject to the following conditions:

7.1 Seller's holding of valid legal title to the Property;

7.2 Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

8. CLOSE OF ESCROW.

8.1 Deposit with Escrow Holder and Escrow Instructions. Upon execution of this Agreement, the Parties hereto shall promptly deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

8.2 Delivery by Seller to Escrow Holder. Seller shall deliver to Escrow Holder:

8.2.1 A grant deed, duly executed and acknowledged by Seller, in recordable form, subject only to the title exceptions approved by Purchaser ("Approved Exceptions"), and ready for recordation on the Closing Date ("Deed"); and

8.2.2 Seller's share of costs and expenses pursuant to Section 8.6.

8.3 Delivery by Purchaser to Escrow Holder. Purchaser shall deliver to Escrow Holder the sums described in Section 2.2.1, as applicable, and its share of costs and expenses pursuant to Section 8.6.

8.4 Other Instruments. Seller and Purchaser shall each deliver such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

8.5 Closing Date Instructions. Provided that Escrow Holder has received the documents, instruments and funds described in Sections 8.2, 8.3, and 8.4 hereof, that Escrow Holder has not received written notice from either Purchaser or Seller that any of the conditions to Close of Escrow set forth in Sections 6 and 7 have not been satisfied or waived or that any of the representations and warranties made by either Purchaser or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the title company is able to deliver to Purchaser a CLTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price, subject only to the Approved Exceptions, Escrow Holder is authorized and instructed on the Closing Date to:

8.5.1 Record the Deed (marked for return to Purchaser) with the Santa Barbara County Recorder;

8.5.2 Issue the Title Policy;

8.5.2.1 Upon release of the Purchase Price, supplemental escrow instructions shall be provided to Escrow Holder by Purchaser and Seller, consistent with this Agreement, with respect to a Title Policy or supplemental title insurance policy in the amount of the Purchase Price.

8.5.3 Disburse to Seller the Purchase Price, less any deposit amounts and less Seller's share of prorations and costs of escrow.

8.5.4 Prepare and deliver to both Purchaser and Seller one (1) signed copy each of Escrow Holder's closing statement showing all receipts and disbursements of the Escrow; and

8.5.5 If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, Escrow Holder shall notify Purchaser and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller.

8.6 Costs and Fees. Charges and expenses incurred in this transaction are to be borne by the Parties as follows:

8.6.1 The parties shall share equally in the cost of the Escrow Holder's fees and recording fees;

8.6.2 Purchaser shall pay the cost of the Title Policy;

8.6.3 Purchaser shall pay any transfer taxes applicable to the transfer of title at Close of Escrow;

8.6.4 Any miscellaneous costs shall be borne by the Parties based upon their mutual agreement;

8.6.5 All other charges and credits with respect to the Property shall be prorated to the Close of Escrow on the basis of a thirty (30) day month; and

8.6.6 In the event of any termination of this Agreement or the failure of escrow to close as provided herein due to a default of a Party or the exercise of a Party's right to terminate as provided herein, then the defaulting or terminating Party (as the case may be) shall pay any cancellation costs imposed by the Escrow Holder.

8.7 Termination. Unless earlier terminated as set forth herein, this Agreement shall remain in full force and effect until the Purchase Price and the provisions of this Section 8 are satisfied.

9. POSSESSION. Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Purchaser that:

10.1 Authority of Seller. Seller has the authority to own and convey the Property, this Agreement and all documents executed by Seller which are to be delivered to Purchaser at Close of Escrow are, or at the time of Close of Escrow will be, duly authorized, executed and delivered by Seller and do not, and at the time of Close of Escrow will not, violate any provisions of any agreement or judicial order to which Seller is a party, or to which Seller or the Property is subject.

This Agreement and all other documents delivered prior to or on the Close of Escrow have been authorized, executed, ratified, and delivered by Seller's authorized representative.

10.2 Marketable Title. Seller has, or will have at Close of Escrow, good and marketable title to the Property free and clear of liens other than the Approved Exceptions and those liens to be released at Close of Escrow, and upon execution and delivery of the Seller's closing documents, Purchaser will have good and marketable title to the Property free and clear of liens other than the Approved Exceptions and liens created by, under or through Purchaser.

10.3 Litigation. There is no litigation, including any arbitration or other proceeding by or before any court, arbitrator or governmental or regulatory official, body or authority which is pending, or to Seller's knowledge, threatened against Seller, or any basis therefore, that arises out of the ownership of the Property, or that might detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property, or adversely affect the ability of Seller to perform its obligations under this Agreement. There are no unsatisfied arbitration awards or judicial orders against Seller relating to the Property, and to Seller's knowledge, there is no basis for any such arbitration or other proceeding.

10.4 Violation of Law. No condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

10.5 Compliance with Laws. The Property is, and is being operated, in full compliance with all zoning, environmental, health, safety, fire, sewage, building, and other local, state, or federal laws, codes, ordinances, or regulations, and Seller has not received any notice of violation of law, ordinance, or requirement having jurisdiction or affecting the Property, and knows of no facts which would constitute grounds for receiving any notice of a material violation of any such law, order or requirement.

10.6 No Rights Granted. Except for the rights of Purchaser under this Agreement, Seller has not granted any options or rights of first refusal to purchase the Property to any person or entity, and conveyance of the rights described in this Agreement will not constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject.

10.7 No Suit. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Seller which could (a) affect Seller's title to the Property, or any portion thereof, (b) affect the value of the Property, or any portion thereof, or (c) subject an owner of the Property, or any portion thereof, to liability.

10.8 No Leases. There are no leases executed by Seller or its predecessors in title or other rights of occupancy or use granted by Seller or its predecessors in title of any portion of the Property other than any agricultural leases disclosed to Purchaser pursuant to this Agreement. Seller agrees not to enter into any tenant lease between the Effective Date of this Agreement and the Close of Escrow without prior consultation with Purchaser.

10.9 Covenants. Seller has not received any written notice that there is, and there does not now exist, any violation of any restriction, condition or agreement contained in any easement,

restrictive covenant or any similar instrument or agreement affecting the Property or any portion thereof.

10.10 Hazardous Materials.

10.10.1 The Property is free from Hazardous Materials and is not in violation of any environmental laws. Notwithstanding the foregoing sentence, Seller is aware and discloses to Purchaser that the Property has previously been operated as agricultural land with food and other crops, and as such, there may be soil amendments, pesticides/fungicides, or fertilizers in amounts typically used in agricultural operations present on the Property that could be classified as Hazardous Materials.

10.10.2 There are no buried or partially buried storage tanks located on the Property. Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are currently in violation of any environmental law, or informing Seller that the Property is currently subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any environmental law.

10.10.3 There is no monitoring program required by the Environmental Protection Agency ("EPA") or any similar state agency concerning the Property.

10.10.4 No toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.

10.10.5 The Property has never been used as a dump or landfill.

10.10.6 Seller has disclosed to Purchaser all information, records, and studies in Seller's possession in connection with the Property concerning Hazardous Materials.

10.10.7 The Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions; there are no environmental health, or safety hazards on, under, or about the Property, including, but not limited to, soil and groundwater conditions; neither Seller nor any third party (including, but not limited to, Seller's predecessors in title to the Property) has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials; Seller has no actual knowledge, except as otherwise disclosed to Purchaser in writing, of the existence or prior existence on the Property of any Hazardous Materials, other than de minimis amounts of household cleaners or office supplies, or soil amendments, pesticides/fungicides, or fertilizers in amounts typically used in agricultural operations.

As used in this Agreement, "Hazardous Materials" includes, but is not limited to, any hazardous or toxic substance, material or waste that is (i) regulated by any local governmental authority, the State of California or the United States Government, (ii) defined as an "acutely

hazardous waste," "extremely hazardous waste," "hazardous waste, or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 of Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 United States Code section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601 et seq.; (x) any flammable substances or explosive; or (xi) any radioactive material.

10.11 Reports, Contracts and Other Documents. The Property Documents and all other contracts or documents delivered to Purchaser pursuant to this Agreement, or in connection with the execution hereof, are, and at the time of Close of Escrow, will be true and correct copies, are, and at the time of Close of Escrow, will be in full force and effect, and contain no inaccuracies or misstatements of fact, and all such contracts, leases and other documents relating to or affecting the Property have been or will be delivered to Purchaser pursuant to this Agreement.

10.12 Adverse Conditions. Seller does not have any actual knowledge of any significant adverse fact or condition relating to the Property which has not been specifically disclosed in writing to Purchaser.

10.13 Survival. Seller's representations shall survive termination of this Agreement.

11. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that:

11.1 Authority of Purchaser. Purchaser has the full power and authority to execute and enter into this Agreement and consummate the transactions contemplated hereunder. This Agreement constitutes a valid and binding agreement of Purchaser enforceable in accordance with its terms. This Agreement and all other documents delivered prior to or on the Close of Escrow have been authorized, executed, ratified, and delivered by the Governing Board of Purchaser.

12. SELLER COVENANTS. After the Effective Date and prior to Close of Escrow, Seller agrees:

12.1 to pay, prior to delinquency, all property taxes and assessments which become due and payable with respect to the Property;

12.2 to manage and maintain the Property in substantially the same manner in which it is currently managed and maintained, and to keep the Property in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted;

12.3 to promptly advise Purchaser of the commencement of any litigation by or against Seller pertaining to the Property, and to deliver to Purchaser copies of all notices relating to the Property and received by Seller after the date hereof from governmental authorities;

12.4 to not mortgage or encumber the Property in any way, lease the Property, make any material alterations to the Property, nor grant any property or contract right relating to the Property;

12.5 maintain or cause to be maintained in full force and effect comprehensive, general liability, casualty and other insurance on the Property in an amount appropriate for such a property; and

12.6 to notify Purchaser of any material change in any condition with respect to the Property of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

13. INDEMNIFICATION. From and after the Close of Escrow, Seller shall defend, indemnify and hold harmless Purchaser (and Purchaser's officials, governing board members, employees and agents) against and in respect of any and all claims, demands, damages, liabilities, losses, judgments, assessments, costs and expenses (including, reasonable attorneys' fees) of any kind or nature whatsoever which may be asserted by anyone against Purchaser (or Purchaser's officials, governing board members, employees or agents):

13.1 By reason of any act, omission, or event arising, incurred, or occurring on the Property during Seller's ownership; or

13.2 Based upon or related to a breach of any representation, warranty, or covenant made by Seller in this Agreement or in any exhibit, document, statement, schedule or certificate delivered pursuant to this Agreement.

14. BROKERS' FEES. Seller and Purchaser each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any other broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

15. GENERAL PROVISIONS.

15.1 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the County of Santa Barbara.

15.2 Notices. All notices and demands of any kind which either Party may be required or desires to serve upon the other Party shall be in writing and shall be served upon such other Party by personal service, facsimile transmission, by delivering any notice by nationally recognized overnight delivery service (such as Federal Express) for next business day delivery, or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Seller: City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Attn: City Administrator

If to Purchaser: Guadalupe Union School District
4465 Ninth Street
P.O. Box 788
Guadalupe, CA 93434
Attn: Superintendent

Service shall be deemed complete on the date of personal service, facsimile transmission if accompanied by transmission report showing that the fax was received, or if mailed or sent by overnight delivery service then on the actual delivery date or attempted delivery date shown on the addressee's return receipt, whichever is earlier. The addresses to which notices and demands shall be delivered or sent may be changed from time-to-time by written notice to the other Party.

15.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

15.4 Assignment. Neither Party may assign this Agreement nor any rights created hereunder without the prior written consent of the other Party.

15.5 Entire Agreement. This Agreement, and the documents referenced herein contain the entire agreement between the Parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest.

15.6 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

15.7 Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

15.8 Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather, as if both Parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All Exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

15.9 Merger. All of the terms, provisions, representations, warranties, and covenants of the Parties under this Agreement shall survive the Close of Escrow for a period of two (2) years and shall not be merged in the Deed or other documents.

15.10 Time of the Essence. Time is of the essence in this Agreement.

15.11 Successors. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, successors, and assigns.

[Signature page follows]

The Parties hereto have executed this Agreement as of the date first written above.

SELLER:

City of Guadalupe,
a California Municipal Corporation

By: _____
John Lizalde, Mayor

Approved as to form:

By: _____
Philip F. Sinco, City Attorney

PURCHASER:

Guadalupe Union School District,
a California School District

By: _____
Title: Superintendent

Approved as to form:

By: _____
Constance Scwindt, District Counsel

Exhibit A

Parcel One:

That certain Parcel or Tract of land in the City of Guadalupe, County of Santa Barbara, State of California, being a portion of the map entitled "Map of the Subdivision of the Rancho Guadalupe, Santa Barbara County and San Luis Obispo, California" surveyed and subdivided by James T. Stratton, November 1871, filed in the County Recorder's Office of said County of Santa Barbara on March 8, 1880 and posted in Book "B" of Miscellaneous Records, at Page 442, as shown on the map entitled "Map of the Subdivision of Rancho Guadalupe," filed as Map 3 in Rack 4, in the Office of the County of Santa Barbara County, described as follows:

All that portion of Subdivision No. 10, Rancho Guadalupe, lying Northerly of that portion of above mentioned Subdivision No. 10, Rancho Guadalupe, conveyed to the Southern Pacific Railroad Company by deed recorded April 23, 1895 in Book 39, Page 268 of Deeds, and recorded August 30, 1899 in Book 67, Page 543 of Deeds, and recorded September 7, 1899 in Book 67, page 545 of Deeds, and lying Northerly of that portion of said Subdivision No. 10, Rancho Guadalupe, conveyed to Southern Pacific Company by deed recorded August 24, 1966 as Instrument No. 27546 in Book 2163, Page 291, Official Records.

Excepting therefrom that portion of said Subdivision No. 10, Rancho Guadalupe, conveyed to the State of California by deed recorded May 3, 1938 as Instrument No. 3810, in Book 425, Page 455, Official Records.

Also excepting therefrom that portion of said Subdivision No. 10, Rancho Guadalupe, conveyed to the State of California, by deed recorded November 23, 1993 as Instrument No. 93-93206, Official Records.

Also excepting therefrom all oil, gas, minerals, gasoline, asphaltum and other hydrocarbons of whatever category in and under said land.

Said land is shown with other land on Record of Survey recorded in Book 88, Pages 13 and 14 of Maps, in the Office of the County Recorder of said County.

Said land is set forth as Lot "A" in Certificate of Compliance recorded February 5, 2002 as Instrument No. 2002-0011547, Official Records.

APN 113-080-024

Parcel Two:

That certain Parcel or Tract of land in the City of Guadalupe, County of Santa Barbara, State of California, being a portion of the **map** entitled "Map of the Subdivision of the Rancho Guadalupe, Santa Barbara County and San Luis Obispo, California" surveyed and subdivided by James T. Stratton, November 1871, filed in the County Recorder's Office of said County of Santa Barbara on March 8, 1880 and posted in Book "B" of Miscellaneous Records, at Page 442, as shown on

EXHIBIT A

the map entitled "Map of the Subdivision of Rancho Guadalupe," filed as map 3 in Rack 4, in the Office of the County Recorder of Santa Barbara County, described as follows:

All that portion of Subdivision No. 10, Rancho Guadalupe, as shown on the map of said Rancho lying Southerly of that portion of above mentioned Subdivision No. 10, Rancho Guadalupe, conveyed to the Southern Pacific Railroad Company by deed recorded April 23, 1895 in Book 39, Page 268 of Deeds, and recorded August 30, 1899 in Book 67, Page 543 of Deeds, and recorded September 7, 1899 in Book 67, page 545 of Deeds; and lying Southerly of that portion of said Subdivision No. 10, Rancho Guadalupe, conveyed to Southern Pacific Company by Deed recorded August 24, 1966 as Instrument No. 27546 in Book 2163, Page 291, Official Records.

Excepting therefrom that portion thereof described in the deed from J. Newton Blanchard, tax collector of the County of Santa Barbara, State of California to Albert Byrnes, a married man and Maxwell B. Sanders, a married man, recorded March 24, 1972 as Instrument No. 10191 in Book 2392, Page 258, Official Records, described as follows:

The strip of land lying between State Highway No. 1, 66 feet in width, and the Southern Pacific Company Railroad right-of-way, 100 feet in width, within said Subdivision No. 10.

Also excepting therefrom all oil, gas, minerals, gasoline, asphaltum and other hydrocarbons of whatever category in and under said land.

Said land is shown with other land on Record of Survey recorded in Book 88, Pages 13 and 14 of Maps, in the Office of the County Recorder of said County.

Said land is set forth as Lot "B" in Certificate of Compliance recorded February 5, 2002 as Instrument No. 2002-0011547, Official Records.

APN 113-080-018

Exhibit B

(Insert map 1 page)

EXHIBIT B

Exhibit C

(See Map Depiction of Property, labeled as “Phase 2”)

EXHIBIT C

Exhibit D

Insert Appraisal Report

(42 pages)

EXHIBIT D

November 9, 2018

Dr. Emilio Handall, Superintendent
Guadalupe Union School District
4465 Ninth Street
Guadalupe, CA 93434

RE: District Master Plan Update
PMSM #18173.01

Dear Dr. Handall:

Thank you for the opportunity to provide you with professional architectural services for the Guadalupe Union School District. We understand that the District is at a critical crossroads where the decisions made today will have an impact for generations to come. With this proposal our intention is to assist you in producing a document that will guide both the District and Community in determining a clear plan towards the future development of your facilities.

PROJECT DESCRIPTION

We know that the District has limited funds and is looking to use these in the most efficient way. This will be of great importance when it comes time to decide the grade level for each of the existing campuses and the new campus. The District is interested in having a high school campus, this would provide District and the community with great opportunities but it's also a great challenge to convert one of the three campuses into a high school campus.

SCHEDULE

The following is a preliminary schedule that assumes we get your go-ahead by November 14, 2018.

Authorization to Proceed	11-14-18
Discovery, Analysis & Vision phase complete.....	12-05-18
Concept Exploration and Development phase complete.....	01-10-19
Facilities Master Plan complete.....	01-24-19

SCOPE OF SERVICES AND FEES

A. DISCOVERY, ANALYSIS & VISION

1. One (1) Kick –off meeting with GUSD administration. Confirm District's educational vision and how it relates to facilities. Discuss teaching methodologies and determine how they affect facilities. Review the scope of work, schedule and budget expectations
2. Review demographic data provided by others
3. Meet with maintenance staff to review and document the condition of utilities (gas, water, sewer, electric) at Mary Buren and Kermit McKenzie

4. One (1) Community / Stakeholder Meeting to discuss district-wide grade configurations and facilities needs
5. Community Outreach – Prepare a survey (in English and Spanish) to gather community input on facilities needs

Fee \$ 5,325

B. CONCEPT EXPLORATION AND DEVELOPMENT

1. Preparation of concept planning alternatives:
 - a. Mary Buren Elementary
 - b. McKenzie Campus to remain as a Jr. High
 - c. McKenzie Campus to be converted to a High School
 - d. The new campus (Pasadera) as a Jr. High (as currently designed)
 - e. The new campus (Pasadera) as a High School
2. One (1) meeting with GUSD staff to review analysis findings and site plan alternates
3. Refinement of site plans based on staff input
4. One (1) meeting with GUSD staff to select the preferred option
5. One (1) Community / Stakeholder Meeting to review selected site plans

Fee \$ 17,825

C. FACILITIES MASTER PLAN DEVELOPMENT

1. Develop a project list for each campus
2. Develop concept level cost estimates based on areas and usage to determine individual project costs and overall budgets
3. One (1) meeting with GUSD staff to review project list, concept level budgets
4. Site Plan Development. Shall show existing facilities, facilities to be altered, and new facilities. A five year and 20 year plan shall be developed for each site
5. Prepare Final Facilities Master Plan. Deliverable – three (3) full color copies and an electronic copy that can be uploaded to the District's web page and additional copies can be made from

Fee \$ 4,550

TOTAL FIXED FEE \$ 27,700

REIMBURSABLE EXPENSES

There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, PMSM shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

EXCLUSIONS

The following are not included in our services described above: educational specifications, facilities assessment, site plan alternates beyond those described above, detailed unit quantity cost estimate, meetings beyond those specified above.

MISCELLANEOUS PROVISIONS

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be managed by Federico Cortez, Architect – license number C-36876, under the direction of Alan Kroeker, Architect - license number C-22474.

If this proposal meets with your approval, please sign below and return a copy for our records.

Thank you for this opportunity to be of service. We look forward to working with you on this project.

Sincerely,

Approved:



Alan Kroeker, Architect
President
19six Architects

Emilio Handall
Superintendent
Guadalupe Union School District

(Date)

Fund 01 - General Fund		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
LCFF Revenue Sources	(8010-8099)	13,782,007.00	3,209,497.35		10,572,509.65	77%
Federal Revenue	(8100-8299)	698,224.00	49,623.02		648,600.98	93%
Other State Revenue	(8300-8599)	1,715,644.18	100,209.87		1,615,434.31	94%
Other Local Revenue	(8600-8799)	288,983.00	190,485.86		98,497.14	34%
Total Revenues		16,484,858.18	3,549,816.10		12,935,042.08	78%
EXPENDITURES						
Certificated Salaries	(1000-1999)	7,100,270.54	1,515,910.38	5,254,672.07	329,688.09	5%
Classified Salaries	(2000-2999)	2,380,072.07	600,360.12	1,513,374.46	266,337.49	11%
Employee Benefits	(3000-3999)	3,809,767.83	811,143.44	2,295,044.87	703,579.52	18%
Books and Supplies	(4000-4999)	998,998.74	186,587.75	255,205.19	557,205.80	56%
Services & Operating Expenses	(5000-5999)	1,842,344.18	473,654.03	945,682.81	423,007.34	23%
Capital Outlay	(6000-6999)	175,013.00	10,550.00	55,132.00	109,331.00	62%
Other Outgo	(7100-7299, 7400-7499)	111,307.07	95,022.51	78,917.65	(62,633.09)	(56)%
Transfer of Indirect Costs	(7300-7399)	(41,396.00)	.00	.00	(41,396.00)	100%
Total Expenditures		16,376,377.43	3,693,228.23	10,398,029.05	2,285,120.15	14%
Operating Surplus/(Deficit)		108,480.75	(143,412.13)	(10,541,441.18)		
OTHER FINANCING SOURCES/USES						
Interfund Transfers Out	(7600-7629)	60,000.00	.00	.00	60,000.00	100%
Total Other Financing Sources/Uses		(60,000.00)	.00	.00	(60,000.00)	100%
Net Surplus/(Deficit)		48,480.75	(143,412.13)	(10,541,441.18)		
Beginning Fund Balance		2,147,354.13	2,147,354.13	2,147,354.13		
Net Ending Fund Balance		2,195,834.88	2,003,942.00	(8,394,087.05)		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		2,195,834.88	.00			
Ending Fund Balance		2,195,834.88	.00			

Fund 07 - Tax Rev Anticipation Note Fund		Fiscal Year 2019 through 06/30/2019			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	.08	.08	.08		
Net Ending Fund Balance	.08	.08	.08		
*** calculated ***					
Components of Ending Fund Balance					
Unassigned/Unappropriated - 9790	.08	.00			
Ending Fund Balance	.08	.00			

Fund 12 - Child Dvlpmt Fund		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other State Revenue	(8300-8599)	70,898.00	.00		70,898.00	100%
Other Local Revenue	(8600-8799)	.00	135.07		(135.07)	0%
Total Revenues		70,898.00	135.07		70,762.93	100%
EXPENDITURES						
Certificated Salaries	(1000-1999)	28,784.52	6,666.38	.00	22,118.14	77%
Classified Salaries	(2000-2999)	10,464.87	1,457.59	.00	9,007.28	86%
Employee Benefits	(3000-3999)	13,249.96	2,449.50	.00	10,800.46	82%
Books and Supplies	(4000-4999)	2,000.00	99.34	133.98	1,766.68	88%
Services & Operating Expenses	(5000-5999)	16,398.65	.00	4,800.00	11,598.65	71%
Total Expenditures		70,898.00	10,672.81	4,933.98	55,291.21	78%
Operating Surplus/(Deficit)		.00	(10,537.74)	(15,471.72)		
Beginning Fund Balance		35,957.35	35,957.35	35,957.35		
Net Ending Fund Balance		35,957.35	25,419.61	20,485.63		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		35,957.35	.00			
Ending Fund Balance		35,957.35	.00			

Fund 13 - Cafeteria Spec Rev Fund		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Federal Revenue	(8100-8299)	1,068,843.80	266,169.64		802,674.16	75%
Other State Revenue	(8300-8599)	91,000.00	21,568.32		69,431.68	76%
Other Local Revenue	(8600-8799)	9,000.00	2,414.92		6,585.08	73%
Total Revenues		1,168,843.80	290,152.88		878,690.92	75%
EXPENDITURES						
Classified Salaries	(2000-2999)	472,237.78	115,036.07	335,487.06	21,714.65	5%
Employee Benefits	(3000-3999)	152,868.19	31,288.00	95,445.68	26,134.51	17%
Books and Supplies	(4000-4999)	442,291.96	144,720.48	272,001.49	25,569.99	6%
Services & Operating Expenses	(5000-5999)	104,830.00	20,066.34	41,427.97	43,335.69	41%
Capital Outlay	(6000-6999)	17,000.00	.00	.00	17,000.00	100%
Transfer of Indirect Costs	(7300-7399)	41,396.00	.00	.00	41,396.00	100%
Total Expenditures		1,230,623.93	311,110.89	744,362.20	175,150.84	14%
Operating Surplus/(Deficit)		(61,780.13)	(20,958.01)	(765,320.21)		
Beginning Fund Balance		184,040.92	184,040.92	184,040.92		
Net Ending Fund Balance		122,260.79	163,082.91	(581,279.29)		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		122,260.79	.00			
Ending Fund Balance		122,260.79	.00			

Fund 14 - Deferred Maintenance Fund		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	800.00	270.95		529.05	66%
Total Revenues		800.00	270.95		529.05	66%
EXPENDITURES						
Services & Operating Expenses	(5000-5999)	22,300.00	.00	.00	22,300.00	100%
Capital Outlay	(6000-6999)	38,500.00	.00	.00	38,500.00	100%
Total Expenditures		60,800.00	.00	.00	60,800.00	100%
Operating Surplus/(Deficit)		(60,000.00)	270.95	270.95		
OTHER FINANCING SOURCES/USES						
Interfund Transfers In	(8900-8929)	60,000.00	.00		60,000.00	100%
Total Other Financing Sources/Uses		60,000.00	.00		60,000.00	100%
Net Surplus/(Deficit)		.00	270.95	270.95		
Beginning Fund Balance		35,338.21	35,338.21	35,338.21		
Net Ending Fund Balance		35,338.21	35,609.16	35,609.16		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		35,338.21	.00			
Ending Fund Balance		35,338.21	.00			

Fund 21 - Building Fund 1 - Measure M		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	.00	5,729.49		(5,729.49)	0%
Total Revenues		.00	5,729.49		(5,729.49)	0%
EXPENDITURES						
Services & Operating Expenses	(5000-5999)	19,500.00	.00	.00	19,500.00	100%
Capital Outlay	(6000-6999)	52,906.88	.00	24,824.00	28,082.88	53%
Total Expenditures		72,406.88	.00	24,824.00	47,582.88	66%
Operating Surplus/(Deficit)		(72,406.88)	5,729.49	(19,094.51)		
Beginning Fund Balance		725,580.16	725,580.16	725,580.16		
Net Ending Fund Balance		653,173.28	731,309.65	706,485.65		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		653,173.28	.00			
Ending Fund Balance		653,173.28	.00			

Fund 22 - Building Fund 2 - Measure N		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	.00	3,308.55		(3,308.55)	0%
Total Revenues		.00	3,308.55		(3,308.55)	0%
EXPENDITURES						
Services & Operating Expenses	(5000-5999)	3,004,899.10	971,865.79	336,489.40	1,696,543.91	56%
Total Expenditures		3,004,899.10	971,865.79	336,489.40	1,696,543.91	56%
Operating Surplus/(Deficit)		(3,004,899.10)	(968,557.24)	(1,305,046.64)		
OTHER FINANCING SOURCES/USES						
Other Financing Sources	(8930-8979)	4,000,000.00	1,022,740.35		2,977,259.65	74%
Total Other Financing Sources/Uses		4,000,000.00	1,022,740.35		2,977,259.65	74%
Net Surplus/(Deficit)		995,100.90	54,183.11	(282,306.29)		
Beginning Fund Balance		81,430.57	81,430.57	81,430.57		
Net Ending Fund Balance		1,076,531.47	135,613.68	(200,875.72)		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		1,076,531.47	.00			
Ending Fund Balance		1,076,531.47	.00			

Fund 25 - Capital Facilities Fund		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	.00	89,111.48		(89,111.48)	0%
Total Revenues		.00	89,111.48		(89,111.48)	0%
EXPENDITURES						
Capital Outlay	(6000-6999)	.00	13,464.00	561.00	(14,025.00)	0%
Other Outgo	(7100-7299, 7400-7499)	142,434.03	63,059.03	79,375.00	0.00	0%
Total Expenditures		142,434.03	76,523.03	79,936.00	(14,025.00)	(10)%
Operating Surplus/(Deficit)		(142,434.03)	12,588.45	(67,347.55)		
Beginning Fund Balance		623,442.62	623,442.62	623,442.62		
Net Ending Fund Balance		481,008.59	636,031.07	556,095.07		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		481,008.59	.00			
Ending Fund Balance		481,008.59	.00			

Fund 35 - Cnty Schl Facilities Fund 1		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	12,000.00	7,305.33		4,694.67	39%
Total Revenues		12,000.00	7,305.33		4,694.67	39%
EXPENDITURES						
Services & Operating Expenses	(5000-5999)	33,476.00	3,037.12	6,962.88	23,476.00	70%
Capital Outlay	(6000-6999)	806,245.12	1,347.93	.00	804,897.19	100%
Total Expenditures		839,721.12	4,385.05	6,962.88	828,373.19	99%
Operating Surplus/(Deficit)		(827,721.12)	2,920.28	(4,042.60)		
Beginning Fund Balance		821,679.94	821,679.94	821,679.94		
Net Ending Fund Balance		(6,041.18)	824,600.22	817,637.34		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		(6,041.18)	.00			
Ending Fund Balance		(6,041.18)	.00			

Fund 40 - Spec Resv Cap Outlay Proj 1		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other State Revenue	(8300-8599)	71,500.00	.00		71,500.00	100%
Other Local Revenue	(8600-8799)	.00	675.04		(675.04)	0%
Total Revenues		71,500.00	675.04		70,824.96	99%
EXPENDITURES						
Services & Operating Expenses	(5000-5999)	38,500.00	8,362.50	24,903.50	5,234.00	14%
Capital Outlay	(6000-6999)	33,000.00	.00	.00	33,000.00	100%
Total Expenditures		71,500.00	8,362.50	24,903.50	38,234.00	53%
Operating Surplus/(Deficit)		.00	(7,687.46)	(32,590.96)		
Net Surplus/(Deficit)		.00	(7,687.46)	(32,590.96)		
Net Ending Fund Balance		.00	(7,687.46)	(32,590.96)		
*** calculated ***						

Fiscal26a

Fund Balance Summary (SACS)

Fund 51 - Bond Int & Redempt Fund 1 - M		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other State Revenue	(8300-8599)	1,332.00	.00		1,332.00	100%
Other Local Revenue	(8600-8799)	128,706.00	621.15		128,084.85	100%
Total Revenues		130,038.00	621.15		129,416.85	100%
EXPENDITURES						
Other Outgo	(7100-7299, 7400-7499)	29,269.00	92,495.00	.00	(63,226.00)	(216)%
Total Expenditures		29,269.00	92,495.00	.00	(63,226.00)	(216)%
Operating Surplus/(Deficit)		100,769.00	(91,873.85)	(91,873.85)		
Beginning Fund Balance		109,730.12	109,730.12	109,730.12		
Net Ending Fund Balance		210,499.12	17,856.27	17,856.27		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		210,499.12	.00			
Ending Fund Balance		210,499.12	.00			

Fund 55 - Bond Int & Redempt Fund 2 - N		Fiscal Year 2019 through 06/30/2019				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other State Revenue	(8300-8599)	1,332.00	.00		1,332.00	100%
Other Local Revenue	(8600-8799)	127,765.00	645.04		127,119.96	99%
Total Revenues		129,097.00	645.04		128,451.96	100%
EXPENDITURES						
Other Outgo	(7100-7299, 7400-7499)	79,762.00	61,348.13	.00	18,413.87	23%
Total Expenditures		79,762.00	61,348.13	.00	18,413.87	23%
Operating Surplus/(Deficit)		49,335.00	(60,703.09)	(60,703.09)		
Beginning Fund Balance		92,820.90	92,820.90	92,820.90		
Net Ending Fund Balance		142,155.90	32,117.81	32,117.81		
*** calculated ***						
Components of Ending Fund Balance						
Unassigned/Unappropriated - 9790		142,155.90	.00			
Ending Fund Balance		142,155.90	.00			

Fund 67 - Self-Insurance Fund 1		Fiscal Year 2019 through 06/30/2019			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	2,279.60	2,279.60	2,279.60		
Net Ending Fund Balance	2,279.60	2,279.60	2,279.60		
*** calculated ***					
Components of Ending Fund Balance					
Unassigned/Unappropriated - 9790	2,279.60	.00			
Ending Fund Balance	2,279.60	.00			