

Gold Trail Union School District



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*An Equal Opportunity
Employer*

BOARD OF TRUSTEES

Regular and Closed Session Meeting

Thursday, August 4, 2016

Gold Trail School






Agenda

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Joe Murchison, at (530) 626-3194 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

6:00 P.M.

OPENING BUSINESS

1. CALL TO ORDER

-  D. Lander, President
-  S. Hennike, Clerk
-  J. Barbieri, Member
-  J. Bauer, Member
-  G. Ritz, Member

2. PUBLIC SESSION

.1 Flag Salute

3. ACTION ITEM: Adoption of Agenda

4. OPEN HEARING

Members of the public are encouraged to address the Board concerning any item on the agenda either before or during the Board's consideration of the item. Under the Brown Act and open meeting laws, members of the public shall also be given an opportunity to address the Board on any item of interest that is not on the agenda but within the subject matter jurisdiction of the Board. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. Members of the community may address the Board at this time. (*Education Code 35145.5, Government Code 54952/54954.3, Board Bylaw 9323*)

REPORTS

5. REPORT: 2015-16 Food Services

L. Spies, Food Services Coordinator, will present 2015-16 District Food Services information to the Board.

6. REPORT: 2016-17 Certificated Staffing

J. Murchison will present school site staffing to open the school year.

7. REPORT: California Healthy Kids Survey

S. Lyons, Gold Trail School Principal, will report on the results of the latest California Healthy Kids Survey.

CONSENT

8. CONSENT ITEM

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. (*BB 9322*)

.1 Meeting Minutes (*BB 9324*)

Regular Meeting of June 16, 2016

The Board will take action to approve the Minutes.

.2 Warrants (*BP 3314*)

The Board will take action to approve the expenditures.

.3 Personnel

Hiring

N. Albert, Library Tech Assistant, 6.0 hours per day, effective 2016-17 school year

B. Bilyeu, Teacher—PE, .50 FTE, effective 2016-17 school year

A. Brandt, Teacher, 1.0 FTE, effective 2016-17 school year

C. Brunts, BTSA Support Provider, effective 2016-17 school year

A. Butler, Athletic Coach: Cross Country, effective 2016-17 school year

G. Cain, Instructor: Enrichment (GT Drumline), effective 2016-17 school year

C. Fanning, Teacher Associate, 4.25 hours per day, effective 2016-17 school year

J. Fulton, Teacher Associate, 5.0 hours per day, effective 2016-17 school year

A. Garcia, BTSA Support Provider, effective 2016-17 school year

M. Justus, Teacher, 1.0 FTE, effective 2016-17 school year

G. Matyac, Playground Monitor, 1.25 hours per day, effective 2016-17 school year

G. Matyac, Classroom Aide—PE, 2.75 hours per day, effective 2016-17 school year

J. Molinari, Teacher—Math, .80 FTE, effective 2016-17 school year

J. Perez, Advisor: CJSF, effective 2016-17 school year

J. Perez, BTSA Support Provider, effective 2016-17 school year

N. Pifferini, Teacher Associate, 6.0 hours per day, effective 2016-17 school year

Resignation

N. Albert, Playground Monitor, 1.0 hours per day, effective June 21, 2016

N. Albert, Classroom Aide, 5.0 hours per day, effective June 21, 2016

C. Fanning, Playground Monitor, .25 hours per day, effective June 27, 2016

J. Fulton, Classroom Aide, 4.5 hours per day, effective June 15, 2016

.4 Approval of Recommendation for Administrative Members to Peer Assistance Review (PAR) Panel

The Board will take action to approve the panel as presented.

.5 Approval of District Representatives to Employee Negotiations

The Board will take action to approve the representatives as presented.

.6 Williams Act Uniform Complaint Procedures Quarterly Report

The Board will accept the report as presented.

.7 Contract for Services: Action Nursing 2016-17

The Board will approve the contract for contingency medical services.

.8 Proposition 39 Energy Update and Documentation

The Board will approve the updated information.

ACTION ITEMS

9. ACTION ITEM: First Reading of Board Policies, Administrative Regulations and Board Bylaws

BP/AR 1230, School Connected Organizations (BP/AR Revised)

BP 2121, Superintendent's Contract (BP Revised)

BP/AR 3311, Bids (BP/AR Revised)

BP/AR 3541.2, Transportation for Students with Disabilities (BP Revised; AR Deleted)

BP 3580, District Records (BP Revised)

BP/AR/E 4112.24, Teacher Qualifications Under the No Child Left Behind Act (BP/AR/E Deleted)

E 5145.6, Parental Notifications (E Revised)

BB 9222, Resignation (BB Revised)

BB/E 9270, Conflict of Interest (BB/E Revised)

BB 9321, Closed Session Purposes and Agendas (BB Revised)

The Board will take action to adopt the roster for first reading.

DISCUSSION ITEMS

10. DISCUSSION ITEM: Administrative Reports

J. Murchison will report on activities relevant to District and Sutter's Mill School site business.

S. Lyons will report on activities relevant to Gold Trail School site business.

W. Scarlett will be available to answer question relevant to financial business.

Board members will report on activities relevant to District business.

CLOSED SESSION

11. CLOSED SESSION OPEN HEARING

Members of the public may take this opportunity to comment on Closed Session agenda items.

12. CLOSED SESSION

The Board will adjourn to Closed Session pursuant to Government Code 54956.8.

Closed Session attendants: Board Members and Superintendent.

13. PERSONNEL

.1 Conference with Labor Negotiators (*Government Code Section 54957.6*)

The Board will give direction regarding employee bargaining issues with the Gold Trail Federation of Educators and discussion with other non-represented employee groups.

RECONVENE PUBLIC SESSION

14. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE

Any action taken during Closed Session will be disclosed at this time. Public action necessitated by Closed Session deliberations will also be disclosed at this time.

ADVANCE PLANNING

15. FUTURE REGULAR MEETING SCHEDULE

Date: Thursday, September 8, 2016 Time: 6:00 p.m. Location: Gold Trail Library

Agenda Items for that meeting may include but are not limited to:

Annual Field Trip Survey

Board Policies, Administrative Regulations and Board Bylaws Updates

CAC Parent Representative (Annual)

Class Size (District) Report (Annual)

Introduction of New Employees

Resolution: Authorization to Teach

Resolution: Gann Appropriations Limit Calculation (Annual)

Unaudited Actuals (J-200) Report (Annual)

Requests may be made at this time for items to be placed on a future agenda.

ADJOURNMENT

PUBLIC INSPECTION

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located in the Sutter's Mill School Administration building, 4801 Luneman Road, Placerville, California, during normal business hours. In addition, such writings and documents will be posted on the District's website, www.gtusd.org. Agendas will be posted at:

Gold Trail School

889 Cold Springs Road
Placerville, Ca 95667






Sutter's Mill School/District Office

4801 Luneman Road
Placerville, CA 95667

And E-mailed To Every District Family

AGENDA ITEM Opening Business

1.0 CALL TO ORDER

-  D. Lander, President
-  S. Hennike, Clerk
-  J. Barbieri, Member
-  J. Bauer, Member
-  G. Ritz, Member

2.0 PUBLIC SESSION

.1 Flag Salute

3.0 ACTION ITEM: Adoption of Agenda

This item is provided as an opportunity for trustees, through consensus, to re-sequence or table agenda topics.

<i>ACTION</i>		<i>Moved</i>		<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Vote</i>		<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>

4.0 OPEN HEARING

Under the Brown Act and open meeting laws, members of the community wishing to address an item on the agenda may do so at this time or for action items, when they come before the Board. Items not on the agenda, but within jurisdiction of this body, may be addressed at this time or be submitted to the Superintendent in writing for Board consideration as an agenda item. Items not on the agenda, which are expressed in person before this Board without written request, are restricted in response and action by the Board and its members. A three-minute limit is set for each speaker on all such items. (Board Bylaws 9323/Government Code 54952)

AGENDA ITEM 5.0 REPORT: 2015-16 Food Services
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BACKGROUND

L. Spies, Food Services Coordinator, will present 2015-16 District Food Services information to the Board.

ATTACHMENTS

➤ **None**

BUDGETED

☒ **NA** ☐ **Yes** ☐ **No** ☐ **Cost Analysis Follows**

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM 6.0 REPORT: 2016-17 Certificated Staffing
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BACKGROUND

J. Murchison will present the estimated school site staffing to open the school year. *(BP 4113)*

ATTACHMENTS

➤ 2016-17 Certificated Staffing

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

**Gold Trail Union School District
2016-17 Estimated Staffing
Classroom Teachers**

Sutter's Mill School	
Transitional Kindergarten	M. James
Transitional Kindergarten	B. Wagner
Kindergarten	K. Ayre
Kindergarten	A Brandt
Kindergarten	R. Dukes/D. Matyac
First Grade	A. Butler
First Grade	L. Molinari
First Grade	J. Stigall
Second Grade	J. Braithwaite
Second Grade	S. Griffin
Second Grade	C. Swaney
Third Grade	C. Brunts
Third Grade	D. Edney
Third Grade	S. Zorn
Physical Education	K. Dunn
Resource Specialist	M. Justus*

Gold Trail School	
Fourth Grade (SC)	D. Hornsby
Fourth Grade (SC)	D. Lulla
Fourth Grade (SC)	S. Morgan
Fifth Grade Math and Art	T. Aguilar
Fifth Grade ELA	C. Jackson
Fifth Grade Science and History	C. Romig
Sixth Grade ELA	M. Harris
Sixth Grade Math and Art	S. Canfield
Sixth Grade Science and History	K. Mulligan
Seventh Grade Science and History	A. Garcia
Seventh Grade ELA and History	Y. Yates
Seventh Grade Math	J. Molinari*
Eighth Grade Math	K. Koenig
Eighth Grade Science and History	B. Poulsen*
Eighth Grade ELA and History	A Yost
4/5 Physical Education	B. Bilyeu*
7/8 Physical Education, 7/8 Spanish	J. Perez
Resource Specialist	R. Carlton*/M. Justus*
4/8 Performing Arts	G. Cain

**New Hire*

AGENDA ITEM 7.0 REPORT: California Healthy Kids Survey

BACKGROUND

The Superintendent or designee shall establish a coordinated school health system which includes a comprehensive behavioral health education component that teaches students the knowledge, skills, and attitudes they need in order to lead healthy lives and avoid high-risk behaviors, such as tobacco use. To evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board, and to the CDE if required, the data specified in Health and Safety Code 104450.

S. Lyons, Gold Trail School Principal, will review the results of the most recent Healthy Kids Survey. (BP 5131.62)

ATTACHMENTS

- 2015-16 California Healthy Kids Survey

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

CALIFORNIA HEALTHY KIDS SURVEY



Gold Trail Union Elementary Secondary 2015-2016 Main Report

This report was prepared by WestEd, a research, development, and service agency, in collaboration with Duerr Evaluation Resources, under contract from the California Department of Education Coordinated School Health and Safety Office. For contract information, contact:

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California Department of Education
Coordinated School Health and Safety Office
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Sacramento, CA 95814
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PREFACE

NEW FEATURE

The list of content sections and table names at the beginning of the digital report have been hyperlinked to the tables. Click on the title of a content section or a table and you will be automatically directed to the actual content section or table in the report.

This report provides the detailed results for each question from this school/district's 2015–16 *California Healthy Kids Survey* (CHKS), presented in tables organized by topic.

The CHKS, along with its two companion surveys—*California School Climate Survey* (CSCS) for staff and the *California School Parent Survey* (CSPS)—is a service of the California Department of Education (CDE). These three surveys form the *California School Climate, Health, and Learning Surveys (Cal-SCHLS) System*, the largest, most comprehensive effort in the nation to assess students, staff, and parents at the local level on a regular basis to provide key data on school climate, learning supports and barriers, and stakeholder engagement, as well as overall youth development, health, and well-being. The surveys provide a wealth of information to guide school improvement efforts and your Local Control and Accountability Plan (LCAP), particularly in regard to the state priorities of enhancing school climate, pupil engagement, and parent involvement.

Factsheets, guidebooks, and other resources to help in understanding and using survey results are available for downloading from the survey website: chks.wested.org. The California Safe and Supportive Schools website also provides a wealth of information and tools helpful in implementing effective strategies that address the needs identified by the survey in regard to school climate improvement and promoting social-emotional learning. Particularly valuable in regard to LCAP efforts are *Making Sense of School Climate* (californias3.wested.org/resources/S3_schoolclimateguidebook_final.pdf) and *Helpful Resources for Local Control and Accountability Plans, 2014-15* (chks.wested.org/resources/LCAP_Cal_SCHLS.pdf).

The Cal-SCHLS Technical Assistance Center offers workshops to help in identifying local needs and developing action plans to meet those needs, including a Listening to Students Workshop for involving student voice in the process (see below).

SURVEY PURPOSE

The California Department of Education (CDE) has funded the CHKS since 1997 to provide data that would assist schools in: (1) fostering positive school climates and engagement in learning; (2) preventing youth health-risk behaviors and other barriers to academic achievement; and (3) promoting positive youth development, resilience, and well-being. A thorough understanding of the scope and nature of youth behaviors, attitudes, and learning conditions is essential to guide school improvement efforts and to also develop effective prevention, health, and youth development programs. These surveys grew out of CDE's commitment to helping schools promote the successful cognitive, social, and emotional development of all students and create more positive, engaging school environments for students, staff, and parents.

SURVEY CONTENT OVERVIEW

The secondary-school CHKS consists of a required general Core Module and a series of optional, supplementary topic-focused modules that districts can elect to administer. Districts may also add their own questions of local interest in a custom module. Table 1 indicates the modules administered by the district/school.

The Core Module consists of a broad range of key questions, identified by an expert advisory committee, that are considered most important for schools to administer to guide improvement of academic, health, and prevention programs and the promotion of student achievement, positive development, and well-being. The primary focus of the Core Module is assessing student perceptions and experiences related to school climate and engagement, learning supports, and health-related, non-academic learning barriers (e.g., substance use, bullying and violence, and poor physical and mental health). To further support school improvement efforts and the LCAP process, a supplementary School Climate Module is also available.

School-Related Core Content

The great majority of all questions on the CHKS Core are school-specific. The survey provides self-reported data on:

- Student grades, truancy, reasons for missing school, learning motivation, and school connectedness, as indicators of engagement;
- The levels of students' three fundamental developmental supports (protective factors) that promote positive academic, social, and emotional outcomes: experiences of caring adult relationships, high expectations, and opportunities for meaningful participation at school;
- Perceived safety and the frequency of, type, and reasons for, harassment and bullying at school; and
- Levels of violence, substance use, and crime-related behavior (e.g., weapons possession) at school.

Supplementary School Climate Module

A supplementary School Climate Module provides additional data on student academic mindset, school academic supports, discipline/order, supports for social-emotional learning, bullying prevention and positive peer relationships, respect for diversity, and the quality of the physical environment (download from chks.wested.org/administer/supplemental1#clim). A companion Learning Conditions module can be added to the staff survey to compare their perceptions on the same constructs.

SURVEY ADMINISTRATION AND SAMPLING

School staff administered the survey, following detailed instructions provided by CDE that were designed to assure the protection of all student and parental rights to privacy and to maintain confidentiality. Students were surveyed only with the consent of parents or guardians. Each student's participation was voluntary, anonymous, and confidential. Table A1.1 gives the target sample of students and the final number and percent of students who completed the survey (the participation response rate).

THE REPORT

The tables in the Main Report, organized by topic, provide the percentages responding to each question response option by grade level. Because it is just as important to identify the positive behaviors of youth as it is to identify the risks they face, the tables reporting risk-behavior data include the percentages of youth who responded negatively (did not engage in the behavior).

Racial/Ethnic Subgroup Results

Several tables are useful for helping districts identify and address student needs related to closing the state's persistent racial/ethnic achievement gap. On the CHKS, students are asked to indicate their racial/ethnic identity and to report whether they have experienced harassment because of their race/ethnicity. Summary tables provide key findings (e.g., harassment, developmental supports, school connectedness) disaggregated by race/ethnic categories. Schools can request supplementary reports disaggregating all their CHKS results by the race/ethnicity of students.

UNDERSTANDING AND USING THE DATA

Among the tools available to help in understanding and using the survey results, especially for LCAP implementation and monitoring, *Making Sense of School Climate* provides a discussion of all the Cal-SCHLS survey items that relate to school climate (download californias3.wested.org/resources/S3_school/climateguidebook_final.pdf)

Care must be taken to understand the factors that can impact the quality, validity, and generalizability of the results, such as changes that occur in survey content, administration, and/or sample characteristics between administrations. The following are a few of the key issues that should be kept in mind. A more detailed discussion of these topics can be found in the *CHKS Guidebook to Data Use and Dissemination* (download chks.wested.org/resources/chks_guidebook_3_datause.pdf).

Sample Characteristics

Among the most important factors affecting the quality of survey results is the level and type of student participation. The validity and representativeness of the results will be adversely affected if the student response rate is lower than 60%. One indication of the survey's representativeness is how accurately the sample reflects the gender and ethnic composition of the student enrollment. Even if the response rate is low, the results provide an indication of what those students who did respond felt about the school and their experiences and behavior.

Changes Between Survey Administrations

Many factors besides real changes in behavior, attitudes, or experiences among students may account for changes in results from administration to administration. Changes may be due to differences over time in the characteristics or size of the sample of students who completed the survey, changes in the questions themselves, or differences between time periods in which the survey was administered (e.g., some risk behaviors tend to increase as students age, or may increase during holidays or social events).

NEXT STEPS

Receiving this report is just a beginning step in a data-driven decision-making process. The results of this student survey should be compared to those obtained from the Cal-SCHLS surveys of school staff and parents. It is important to determine how consistent are student, staff, and parent perceptions and experiences.

CHKS results will also be enriched if analyzed in the context of other data typically collected by schools that relate to the variables assessed, such as discipline referrals, school demographic information, school vandalism costs, and behavioral observations in classrooms.

The following actions, which can be requested as custom services (additional fees apply), will help in fostering effective use of the results to support school and program improvement efforts and the LCAP process.

Request School Reports

If the schools in the district vary significantly in demographics, programs, or other characteristics, consider requesting individual reports for each school (a fee applies). Two types of reports are available:

- A full report with all the survey results.
- A short, user-friendly, graphic **School Climate Report Card** that provides results across eight domains of school climate and provides an overall **School Climate Index** score based on those domains. (View a sample report: visit californias3.wested.org/resources/California_State_SCRC_1314.pdf).

Request District School Climate Report Card

For districts that survey all their schools, a district-level School Climate Report Card that aggregates all their results across eight domains can also be requested. This is a powerful, useful tool for guiding efforts to meet the school climate and pupil engagement priorities for the Local Control and Accountability Plan.

Request Disaggregated Report or Analyses

The staff of the Regional TA Centers can produce full reports that look at how results vary by demographic subgroups (e.g., race/ethnicity as discussed above, or by youth who are low in academic motivation compared those who are high). This is particularly important given the LCAP requirement the districts identify and address the needs of underserved subgroups.

Engage Students, Staff, and Parents in an Action Planning Process

Engage students, staff, and parents in reviewing and exploring the meaning of the results and obtain their input into how the school might better meet the needs identified and the development of a detailed action plan. This communicates to stakeholders that you value their input into how to improve the school and gives them an opportunity for meaningful participation. This helps enhance school connectedness among students and parent involvement, two of the LCAP priorities. It will also promote higher rates of participation the next time the survey is administered, as stakeholders will see how the data has been used for positive purposes.

On request, Cal-SCHLS staff can conduct a structured group Listening to Students Workshop designed

to explore with students, as staff observe, the meaning of survey results and obtain their input on how to address the needs identified by the survey. Cal-SCHLS staff also can conduct a Data Use Action Planning Workshop designed to identify local needs based on the survey results and engage stakeholders in developing a detailed plan and timetable for meeting those needs using evidence-based strategies. For more information, contact your Cal-SCHLS Technical Assistance Center (call 888.841.7536 or email schoolclimate@wested.org). See also: californias3.wested.org/workshops.

ACKNOWLEDGMENTS

The CHKS and this report were developed by WestEd, in collaboration with Duerr Evaluation Resources, under contract from the California Department of Education Coordinated School Health and Safety Office. For more information, call the toll-free helpline at 888.841.7536, or visit the website at chks.wested.org.

Gregory Austin, Ph.D.
CHKS/CSCS Director, WestEd

Tom Herman
Administrator, Coordinated School Health and Safety Office
California Department of Education

Survey Module Administration

Table 1

CHKS Survey Modules Administered

Survey Module	Administered
A. Core (Required)	X
B. Alcohol and Other Drugs (AOD) Module	
C. Building Healthy Communities (BHC) Module	
D. CalMHSA Module	
E. Closing the Achievement Gap (CTAG) Module	
F. District Afterschool Module (DASM)	
G. Drug Free Communities (DFC) Module	
H. Gang Risk Awareness Module	
I. Military Connected School Module	
J. Physical Health & Nutrition Module	
K. Resilience & Youth Development Module	
L. Safety & Violence Module	
M. School Climate Module	
N. Sexual Behavior Module	
O. Social Emotional Health Module	
P. Tobacco Module	
Q. Cal-Well Module (New This Year)	
R. Gender & Sex-Based Harassment Module (New This Year)	
Z. Custom Questions	

Core Module Results

1. Survey Sample

Table A1.1

Student Sample Characteristics

	Grade 7	Grade 9	Grade 11	NT ^A
<i>Student Sample Size</i>				
Target sample	78	–	–	–
Final number	67	–	–	–
Average Response Rate	86%	–	–	–

Note: ^ANT includes continuation, community day, and other alternative school types.

2. Summary of Key Indicators

Table A2.1

Key Indicators of School Climate and Student Well-Being

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
School Engagement and Supports					
School connectedness (high)	73	—	—	—	A4.4
Academic motivation (high)	55	—	—	—	A4.4
Truant more than a few times [†]	0	—	—	—	A4.2
Caring adult relationships (high)	54	—	—	—	A4.4
High expectations (high)	67	—	—	—	A4.4
Meaningful participation (high)	27	—	—	—	A4.4
School Safety and Substance Use					
School perceived as very safe or safe	82	—	—	—	A5.1
Experienced any harassment or bullying [†]	37	—	—	—	A5.4
Had mean rumors or lies spread about you [†]	46	—	—	—	A5.2
Been afraid of being beaten up [†]	19	—	—	—	A5.3
Been in a physical fight [†]	13	—	—	—	A5.3
Seen a weapon on campus [†]	15	—	—	—	A5.6
Been drunk or “high” on drugs at school, ever	3	—	—	—	A6.9
Mental and Physical Health					
Current alcohol or drug use [‡]	13	—	—	—	A6.4
Current binge drinking [‡]	6	—	—	—	A6.5
Very drunk or “high” 7 or more times	2	—	—	—	A6.6
Current cigarette smoking [‡]	4	—	—	—	A7.3
Experienced chronic sadness/hopelessness [†]	23	—	—	—	A8.4
Considered suicide [†]	na	—	—	—	A8.5

Notes: Cells are empty if there are less than 25 respondents.

[†]Past 12 months; [‡]Past 30 days; na—Not asked of middle school students.

3. Demographics

Table A3.1

Age of Sample

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
10 years or younger	0	—	—	—
11 years old	0	—	—	—
12 years old	48	—	—	—
13 years old	48	—	—	—
14 years old	4	—	—	—
15 years old	0	—	—	—
16 years old	0	—	—	—
17 years old	0	—	—	—
18 years old or older	0	—	—	—

Question HS/MS A.3: How old are you?

Note: Cells are empty if there are less than 25 respondents.

Table A3.2

Gender of Sample

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Male	51	—	—	—
Female	49	—	—	—

Question HS/MS A.4: What is your sex?

Note: Cells are empty if there are less than 25 respondents.

Table A3.3

Hispanic or Latino

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	90	—	—	—
Yes	10	—	—	—

Question HS/MS A.6: Are you of Hispanic or Latino origin?

Note: Cells are empty if there are less than 25 respondents.

Table A3.4***Race***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
American Indian or Alaska Native	3	—	—	—
Asian	0	—	—	—
Black or African American	2	—	—	—
Native Hawaiian or Pacific Islander	0	—	—	—
White	76	—	—	—
Mixed (two or more) races	20	—	—	—

Question HS/MS A.7: What is your race?

Note: Cells are empty if there are less than 25 respondents.

Table A3.5***Living Situation***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
A home with one or more parents or guardian	89	—	—	—
Other relative's home	3	—	—	—
A home with more than one family	3	—	—	—
Friend's home	0	—	—	—
Foster home, group care, or waiting placement	0	—	—	—
Hotel or motel	0	—	—	—
Shelter, car, campground, or other transitional or temporary housing	0	—	—	—
Other living arrangement	5	—	—	—

Question HS/MS A.9: What best describes where you live? A home includes a house, apartment, trailer, or mobile home.

Note: Cells are empty if there are less than 25 respondents.

Table A3.6***Highest Education of Parents***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Did not finish high school	5	—	—	—
Graduated from high school	12	—	—	—
Attended college but did not complete four-year degree	14	—	—	—
Graduated from college	55	—	—	—
Don't know	15	—	—	—

Question HS/MS A.10: What is the highest level of education your parents completed? (Mark the educational level of the parent who went the furthest in school.)

Note: Cells are empty if there are less than 25 respondents.

Table A3.7***Free or Reduced Price Meals Eligibility***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	61	—	—	—
Yes	21	—	—	—
Don't know	18	—	—	—

Question HS/MS A.11: Do you receive free or reduced-price lunches at school? (Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.)

Note: Cells are empty if there are less than 25 respondents.

Table A3.8***Participation in Migrant Education Program, Past 3 Years***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	79	–	–	–
Yes	0	–	–	–
Don't know	21	–	–	–

Question HS/MS A.12: In the past three years, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?

Note: Cells are empty if there are less than 25 respondents.

Table A3.9***Language Spoken at Home***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
English	99	–	–	–
Spanish	1	–	–	–
Mandarin	0	–	–	–
Cantonese	0	–	–	–
Taiwanese	0	–	–	–
Tagalog	0	–	–	–
Vietnamese	0	–	–	–
Korean	0	–	–	–
Other	0	–	–	–

Question HS/MS A.13: What language is spoken most of the time in your home?

Note: Cells are empty if there are less than 25 respondents.

Table A3.10
English Language Proficiency

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
How well do you...				
understand English?				
Very well	90	—	—	—
Well	9	—	—	—
Not well	1	—	—	—
Not at all	0	—	—	—
speak English?				
Very well	90	—	—	—
Well	9	—	—	—
Not well	1	—	—	—
Not at all	0	—	—	—
read English?				
Very well	85	—	—	—
Well	12	—	—	—
Not well	3	—	—	—
Not at all	0	—	—	—
write English?				
Very well	76	—	—	—
Well	18	—	—	—
Not well	6	—	—	—
Not at all	0	—	—	—

Question HS/MS A.14-17: How well do you understand, speak, read, and write English?... Understand English... Speak English... Read English... Write English.

Note: Cells are empty if there are less than 25 respondents.

Table A3.11***Number of Days Attending Afterschool Program***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 days	76	–	–	–
1 day	6	–	–	–
2 days	5	–	–	–
3 days	2	–	–	–
4 days	3	–	–	–
5 days	9	–	–	–

Question HS/MS A.18: How many days a week do you usually go to your school's afterschool program?

Note: Cells are empty if there are less than 25 respondents.

Table A3.12***Military Connections***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	88	–	–	–
Yes	7	–	–	–
Don't know	4	–	–	–

Question HS A.119/MS A.109: Is your father, mother, or caretaker currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?

Note: Cells are empty if there are less than 25 respondents.

4. School Performance, Supports, and Engagements

Table A4.1

Grades, Past 12 Months

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Mostly A's	34	—	—	—
A's and B's	22	—	—	—
Mostly B's	9	—	—	—
B's and C's	19	—	—	—
Mostly C's	4	—	—	—
C's and D's	10	—	—	—
Mostly D's	0	—	—	—
Mostly F's	0	—	—	—

Question HS/MS A.19: During the past 12 months, how would you describe the grades you mostly received in school?

Note: Cells are empty if there are less than 25 respondents.

Table A4.2

Truancy, Past 12 Months

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times	70	—	—	—
1-2 times	13	—	—	—
A few times	16	—	—	—
Once a month	0	—	—	—
Once a week	0	—	—	—
More than once a week	0	—	—	—

Question HS/MS A.20: During the past 12 months, about how many times did you skip school or cut classes?

Note: Cells are empty if there are less than 25 respondents.

Table A4.3***Reasons for Absence***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Does not apply, I didn't miss any school	46	—	—	—
Illness (feeling physically sick), including problems with breathing or your teeth	36	—	—	—
Felt very sad, hopeless, anxious, stressed, or angry	4	—	—	—
Didn't get enough sleep	15	—	—	—
Didn't feel safe at school	1	—	—	—
Had to work	0	—	—	—
Had to take care of or help a family member or friend	6	—	—	—
Wanted to spend time with friends who don't go to your school	6	—	—	—
Wanted to use alcohol or drugs	6	—	—	—
Were behind in schoolwork or weren't prepared for a test or class assignment	1	—	—	—
Were bored with or uninterested in school	1	—	—	—
Were suspended	1	—	—	—
Other reason	22	—	—	—

Question HS/MS A.21: In the past 30 days, did you miss school for any of the following reasons? (Mark All That Apply.)

Notes: Cells are empty if there are less than 25 respondents. Total percentages may exceed 100% for "mark all that apply" items.

Table A4.4***School Developmental Supports, Connectedness, and Academic Motivation***

Percent of students scoring High, Moderate, and Low (%)	Grade 7			Grade 9			Grade 11			NT		
	H	M	L	H	M	L	H	M	L	H	M	L
<i>School Environment</i>												
Total school supports	60	37	3	—	—	—	—	—	—	—	—	—
Caring adults in school	54	36	10	—	—	—	—	—	—	—	—	—
High expectations-adults in school	67	31	1	—	—	—	—	—	—	—	—	—
Meaningful participation at school	27	57	16	—	—	—	—	—	—	—	—	—
<i>School Connectedness</i>	73	21	6	—	—	—	—	—	—	—	—	—
<i>Academic Motivation</i>	55	24	21	—	—	—	—	—	—	—	—	—

Note: Cells are empty if there are less than 25 respondents.

Table A4.5
School Connectedness Scale Questions

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
I feel close to people at this school.				
Strongly disagree	6	—	—	—
Disagree	4	—	—	—
Neither disagree nor agree	9	—	—	—
Agree	34	—	—	—
Strongly agree	46	—	—	—
I am happy to be at this school.				
Strongly disagree	6	—	—	—
Disagree	0	—	—	—
Neither disagree nor agree	18	—	—	—
Agree	18	—	—	—
Strongly agree	58	—	—	—
I feel like I am part of this school.				
Strongly disagree	6	—	—	—
Disagree	5	—	—	—
Neither disagree nor agree	8	—	—	—
Agree	31	—	—	—
Strongly agree	51	—	—	—
The teachers at this school treat students fairly.				
Strongly disagree	7	—	—	—
Disagree	4	—	—	—
Neither disagree nor agree	16	—	—	—
Agree	28	—	—	—
Strongly agree	43	—	—	—
I feel safe in my school.				
Strongly disagree	5	—	—	—
Disagree	3	—	—	—
Neither disagree nor agree	11	—	—	—
Agree	23	—	—	—
Strongly agree	59	—	—	—

Question HS/MS A.22-26: How strongly do you agree or disagree with the following statements?... I feel close to people at this school... I am happy to be at this school... I feel like I am part of this school... The teachers at this school treat students fairly... I feel safe in my school.

Note: Cells are empty if there are less than 25 respondents.

Table A4.6***Academic Motivation Scale Questions***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
I try hard to make sure that I am good at my schoolwork.				
Strongly disagree	1	—	—	—
Disagree	7	—	—	—
Neither disagree nor agree	13	—	—	—
Agree	18	—	—	—
Strongly agree	60	—	—	—
I try hard at school because I am interested in my work.				
Strongly disagree	4	—	—	—
Disagree	10	—	—	—
Neither disagree nor agree	16	—	—	—
Agree	34	—	—	—
Strongly agree	34	—	—	—
I work hard to try to understand new things at school.				
Strongly disagree	6	—	—	—
Disagree	3	—	—	—
Neither disagree nor agree	13	—	—	—
Agree	33	—	—	—
Strongly agree	45	—	—	—
I am always trying to do better in my schoolwork.				
Strongly disagree	5	—	—	—
Disagree	3	—	—	—
Neither disagree nor agree	11	—	—	—
Agree	24	—	—	—
Strongly agree	58	—	—	—

Question HS/MS A.31-34: How strongly do you agree or disagree with the following statements?... I try hard to make sure that I am good at my schoolwork... I try hard at school because I am interested in my work... I work hard to try to understand new things at school... I am always trying to do better in my schoolwork.

Note: Cells are empty if there are less than 25 respondents.

Table A4.7***School Developmental Supports Scale Questions***

At my school, there is a teacher or some other adult...	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>Caring Relationships</i>				
who really cares about me.				
Not at all true	7	—	—	—
A little true	18	—	—	—
Pretty much true	34	—	—	—
Very much true	40	—	—	—
who notices when I'm not there.				
Not at all true	9	—	—	—
A little true	15	—	—	—
Pretty much true	28	—	—	—
Very much true	48	—	—	—
who listens to me when I have something to say.				
Not at all true	9	—	—	—
A little true	18	—	—	—
Pretty much true	18	—	—	—
Very much true	55	—	—	—
<i>High Expectations</i>				
who tells me when I do a good job.				
Not at all true	6	—	—	—
A little true	15	—	—	—
Pretty much true	30	—	—	—
Very much true	49	—	—	—
who always wants me to do my best.				
Not at all true	1	—	—	—
A little true	4	—	—	—
Pretty much true	28	—	—	—
Very much true	66	—	—	—
who believes that I will be a success.				
Not at all true	7	—	—	—
A little true	7	—	—	—
Pretty much true	21	—	—	—
Very much true	64	—	—	—

Question HS/MS A.35-40: At my school, there is a teacher or some other adult... who really cares about me... who tells me when I do a good job... who notices when I am not there... who always wants me to do my best... who listens to me when I have something to say... who believes that I will be a success.

Note: Cells are empty if there are less than 25 respondents.

Table A4.7***School Developmental Supports Scale Questions - Continued***

At school...	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>Opportunities for Meaningful Participation</i>				
I do interesting activities.				
Not at all true	7	—	—	—
A little true	18	—	—	—
Pretty much true	27	—	—	—
Very much true	48	—	—	—
I help decide things like class activities or rules.				
Not at all true	27	—	—	—
A little true	37	—	—	—
Pretty much true	22	—	—	—
Very much true	13	—	—	—
I do things that make a difference.				
Not at all true	16	—	—	—
A little true	28	—	—	—
Pretty much true	34	—	—	—
Very much true	21	—	—	—

Question HS/MS A.41-43: At school... I do interesting activities... I help decide things like class activities or rules... I do things that make a difference.

Note: Cells are empty if there are less than 25 respondents.

Table A4.8***Parent Involvement in School***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Teachers at this school communicate with parents about what students are expected to learn in class.				
Strongly disagree	4	—	—	—
Disagree	6	—	—	—
Neither disagree nor agree	19	—	—	—
Agree	28	—	—	—
Strongly agree	42	—	—	—
Parents feel welcome to participate at this school.				
Strongly disagree	3	—	—	—
Disagree	8	—	—	—
Neither disagree nor agree	12	—	—	—
Agree	30	—	—	—
Strongly agree	47	—	—	—
School staff takes parent concerns seriously.				
Strongly disagree	6	—	—	—
Disagree	4	—	—	—
Neither disagree nor agree	15	—	—	—
Agree	28	—	—	—
Strongly agree	46	—	—	—

Question HS/MS A.28-30: How strongly do you agree or disagree with the following statements?... Teachers at this school communicate with parents about what students are expected to learn in class... Parents feel welcome to participate at this school... School staff takes parent concerns seriously.

Note: Cells are empty if there are less than 25 respondents.

Table A4.9***Quality of School Physical Environment***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
My school is usually clean and tidy.				
Strongly disagree	6	—	—	—
Disagree	7	—	—	—
Neither disagree nor agree	12	—	—	—
Agree	34	—	—	—
Strongly agree	40	—	—	—

Question HS/MS A.27: How strongly do you agree or disagree with the following statements?... My school is usually clean and tidy.

Note: Cells are empty if there are less than 25 respondents.

5. School Violence, Victimization, and Safety

Table A5.1

Perceived Safety at School

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Very safe	42	—	—	—
Safe	40	—	—	—
Neither safe nor unsafe	16	—	—	—
Unsafe	1	—	—	—
Very unsafe	0	—	—	—

Question HS A.91/MS A.81: How safe do you feel when you are at school?

Note: Cells are empty if there are less than 25 respondents.

Table A5.2

Verbal Harassment

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>During the past 12 months, how many times on school property have you...</i>				
<i>had mean rumors or lies spread about you?</i>				
0 times	54	—	—	—
1 time	18	—	—	—
2 to 3 times	9	—	—	—
4 or more times	19	—	—	—
<i>had sexual jokes, comments, or gestures made to you?</i>				
0 times	63	—	—	—
1 time	16	—	—	—
2 to 3 times	10	—	—	—
4 or more times	10	—	—	—
<i>been made fun of because of your looks or the way you talk?</i>				
0 times	69	—	—	—
1 time	6	—	—	—
2 to 3 times	7	—	—	—
4 or more times	18	—	—	—
<i>been made fun of, insulted, or called names?</i>				
0 times	51	—	—	—
1 time	19	—	—	—
2 to 3 times	6	—	—	—
4 or more times	24	—	—	—

Question HS A.95-97, 106/MS A.86-88, 97: During the past 12 months, how many times on school property have you... had mean rumors or lies spread about you... had sexual jokes, comments, or gestures made to you... been made fun of because of your looks or the way you talk... been made fun of, insulted, or called names?

Note: Cells are empty if there are less than 25 respondents.

Table A5.3

Violence and Victimization on School Property, Past 12 Months

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>During the past 12 months, how many times on school property have you...</i>				
been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?				
0 times	67	—	—	—
1 time	13	—	—	—
2 to 3 times	15	—	—	—
4 or more times	4	—	—	—
been afraid of being beaten up?				
0 times	81	—	—	—
1 time	7	—	—	—
2 to 3 times	7	—	—	—
4 or more times	4	—	—	—
been in a physical fight?				
0 times	87	—	—	—
1 time	3	—	—	—
2 to 3 times	7	—	—	—
4 or more times	3	—	—	—
been threatened with harm or injury?				
0 times	84	—	—	—
1 time	7	—	—	—
2 to 3 times	3	—	—	—
4 or more times	6	—	—	—
been threatened or injured with a weapon (gun, knife, club, etc.)?				
0 times	93	—	—	—
1 time	4	—	—	—
2 to 3 times	3	—	—	—
4 or more times	0	—	—	—
been offered, sold, or given an illegal drug?				
0 times	82	—	—	—
1 time	9	—	—	—
2 to 3 times	3	—	—	—
4 or more times	6	—	—	—

Question HS A.92-94, 99, 103, 105/MS A.83-85, 90, 94, 96: During the past 12 months, how many times on school property have you... been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around... been afraid of being beaten up... been in a physical fight... been offered, sold, or given an illegal drug... been threatened or injured with a weapon (gun, knife, club, etc.) ... been threatened with harm or injury?

Note: Cells are empty if there are less than 25 respondents.

Table A5.4***Reasons for Harassment on School Property, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Race, ethnicity, or national origin				
0 times	93	—	—	—
1 time	1	—	—	—
2 or more times	6	—	—	—
Religion				
0 times	95	—	—	—
1 time	0	—	—	—
2 or more times	5	—	—	—
Gender (being male or female)				
0 times	82	—	—	—
1 time	6	—	—	—
2 or more times	12	—	—	—
Because you are gay or lesbian or someone thought you were				
0 times	87	—	—	—
1 time	1	—	—	—
2 or more times	12	—	—	—
A physical or mental disability				
0 times	97	—	—	—
1 time	1	—	—	—
2 or more times	1	—	—	—
<i>Any of the above five hate-crime reasons</i>	24	—	—	—
Any other reason				
0 times	68	—	—	—
1 time	15	—	—	—
2 or more times	17	—	—	—
<i>Any harassment</i>	37	—	—	—

Question HS A.107-112/MS A.98-103: During the past 12 months, how many times on school property were you harassed or bullied for any of the following reasons?... Your race, ethnicity, or national origin... Your religion... Your gender (being male or female)... Because you are gay or lesbian or someone thought you were... A physical or mental disability... Any other reason.

Note: Cells are empty if there are less than 25 respondents.

Table A5.5***Property Damage on School Property, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Had your property stolen or deliberately damaged				
0 times	82	—	—	—
1 time	13	—	—	—
2 to 3 times	1	—	—	—
4 or more times	3	—	—	—
Damaged school property on purpose				
0 times	93	—	—	—
1 time	6	—	—	—
2 to 3 times	1	—	—	—
4 or more times	0	—	—	—

Question HS A.98, 100/MS A.89, 91: During the past 12 months, how many times on school property have you... had your property stolen or deliberately damaged, such as your car, clothing, or books... damaged school property on purpose?

Note: Cells are empty if there are less than 25 respondents.

Table A5.6***Weapons Possession on School Property, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Carried a gun				
0 times	94	—	—	—
1 time	1	—	—	—
2 to 3 times	1	—	—	—
4 or more times	3	—	—	—
Carried any other weapon (such as a knife or club)				
0 times	94	—	—	—
1 time	1	—	—	—
2 to 3 times	1	—	—	—
4 or more times	3	—	—	—
Seen someone carrying a gun, knife, or other weapon				
0 times	85	—	—	—
1 time	10	—	—	—
2 to 3 times	1	—	—	—
4 or more times	3	—	—	—

Question HS A.101, 102, 104/MS A.92, 93, 95: During the past 12 months, how many times on school property have you... carried a gun... carried any other weapon (such as a knife or club)... seen someone carrying a gun, knife, or other weapon?

Note: Cells are empty if there are less than 25 respondents.

6. Alcohol and Other Drug Use

Table A6.1

Summary Measures of Level of AOD Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
Lifetime alcohol or drugs (excluding cold/cough medicines and prescription drugs)	27	—	—	—	A6.2
Current alcohol or drugs	13	—	—	—	A6.4
Current heavy drug users	8	—	—	—	A6.4
Current heavy alcohol user (binge drinker)	6	—	—	—	A6.4
Current alcohol or drug use on school property	6	—	—	—	A6.10

Note: Cells are empty if there are less than 25 respondents.

Table A6.2
Lifetime AOD Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one full drink)				
0 times	78	—	—	—
1 time	6	—	—	—
2 to 3 times	12	—	—	—
4 or more times	4	—	—	—
Marijuana				
0 times	82	—	—	—
1 time	8	—	—	—
2 to 3 times	8	—	—	—
4 or more times	3	—	—	—
Inhalants (to get “high”)				
0 times	94	—	—	—
1 time	3	—	—	—
2 to 3 times	3	—	—	—
4 or more times	0	—	—	—
Cocaine, Methamphetamine, or any amphetamines				
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—
Ecstasy, LSD, or other psychedelics				
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—
Any other drug, or pill, or medicine to get “high” or for other than medical reasons				
0 times	96	—	—	—
1 time	1	—	—	—
2 to 3 times	3	—	—	—
4 or more times	0	—	—	—
Any of the above AOD use	27	—	—	—

Question HS A.47-50, 52, 57/MS A.48-50, 52: During your life, how many times have you used the following substances? One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)... Marijuana (pot, weed, grass, hash, bud)... Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)... Cocaine, Methamphetamine, or any amphetamines (meth, speed, crystal, crank, ice)... Ecstasy, LSD, or other psychedelics (acid, mescaline, peyote, mushrooms)... Any other drug, or pill, or medicine to get “high” or for other than medical reasons.

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of middle school students.

Table A6.2***Lifetime AOD Use – Continued***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Prescription pain medication, tranquilizers, or sedatives				
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—
Diet Pills				
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—
Ritalin™ or Adderall™ or other prescription stimulant				
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—
Cold/Cough Medicines or other over-the-counter medicines				
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—

Question HS A.53-56: During your life, how many times have you used the following substances?... Prescription pain medication (Vicodin™, OxyContin™, Percodan™, Lortab™), tranquilizers, or sedatives (Xanax™, Ativan™)... Diet Pills (Didrex, Dexedrine, Zinadrine, Skittles, M&M's)... Ritalin™ or Adderall™ (JIF, R-ball, Skippy) or other prescription stimulant... Cold/Cough Medicines (Triple-C's, Coricidin Cough, Sudafed, TheraFlu, Tylenol Cough) or other over-the-counter medicines.

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of middle school students.

Table A6.3***Summary of AOD Lifetime Use***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol	22	—	—	—
Marijuana	18	—	—	—
Inhalants	6	—	—	—
Cocaine	na	—	—	—
Ecstasy, LSD, or other psychedelics	na	—	—	—
Prescription pain killers, Diet Pills, or other prescription stimulant	na	—	—	—

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of middle school students.

Table A6.4***Current AOD Use, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (at least one drink)	10	—	—	—
Binge drinking (5 or more drinks in a row)	6	—	—	—
Marijuana	9	—	—	—
Inhalants	4	—	—	—
Prescription medications to get “high” or for reasons other than prescribed	na	—	—	—
Other drug, pill, or medicine to get “high” or for other than medical reasons	5	—	—	—
<i>Any drug use</i>	9	—	—	—
<i>Heavy drug user</i>	8	—	—	—
<i>Any AOD Use</i>	13	—	—	—
Two or more drugs at the same time	na	—	—	—

Question HS A.64-70/MS A.59-62, 63: During the past 30 days, on how many days did you use... at least one drink of alcohol... five or more drinks of alcohol in a row, that is, within a couple of hours... marijuana (pot, weed, grass, hash, bud)... inhalants (things you sniff, huff, or breathe to get “high”)... prescription medications to get “high” or for reasons other than prescribed (such as Vicodin™, OxyContin™, Percodan™, Ritalin™, Adderall™, Xanax™)... any other drug, pill, or medicine to get “high” or for other than medical reasons... two or more drugs at the same time (for example, alcohol with marijuana, ecstasy with mushrooms)?

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of middle school students.

Table A6.5***Frequency of Current AOD Use, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (at least one drink)				
0 days	90	—	—	—
1 or 2 days	7	—	—	—
3 to 9 days	1	—	—	—
10 to 19 days	1	—	—	—
20 or more days	0	—	—	—
Binge drinking (5 or more drinks in a row)				
0 days	94	—	—	—
1 or 2 days	3	—	—	—
3 to 9 days	1	—	—	—
10 to 19 days	1	—	—	—
20 or more days	0	—	—	—
Marijuana				
0 days	91	—	—	—
1 or 2 days	3	—	—	—
3 to 9 days	1	—	—	—
10 to 19 days	1	—	—	—
20 or more days	3	—	—	—

Question HS A.64-66/MS A.59-61: During the past 30 days, on how many days did you use... at least one drink of alcohol... five or more drinks of alcohol in a row, that is, within a couple of hours... marijuana (pot, weed, grass, hash, bud)?

Note: Cells are empty if there are less than 25 respondents.

Table A6.6***Lifetime Drunk or “High”***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Very drunk or sick after drinking alcohol				
0 times	91	—	—	—
1 to 2 times	9	—	—	—
3 to 6 times	0	—	—	—
7 or more times	0	—	—	—
“High” (loaded, stoned, or wasted) from using drugs				
0 times	92	—	—	—
1 to 2 times	5	—	—	—
3 to 6 times	2	—	—	—
7 or more times	2	—	—	—
Very drunk or “high” 7 or more times	2	—	—	—

Question HS A.58, 59/MS A.53, 54: During your life, how many times have you been... very drunk or sick after drinking alcohol... “high” (loaded, stoned, or wasted) from using drugs?

Note: Cells are empty if there are less than 25 respondents.

Table A6.7***Cessation Attempts***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
Does not apply, don’t use	na	—	—	—
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—
Marijuana				
Does not apply, don’t use	na	—	—	—
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—

Question HS A.88, 89: How many times have you tried to quit or stop using... alcohol... marijuana?

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of middle school students.

Table A6.8
Drinking While Driving

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Driven a car when you had been drinking, or been in a car driven by a friend who had been drinking				
Never	na	—	—	—
1 time	na	—	—	—
2 times	na	—	—	—
3 to 6 times	na	—	—	—
7 or more times	na	—	—	—
Have ridden in a car driven by someone who had been drinking				
Never	55	na	na	na
1 time	12	na	na	na
2 times	13	na	na	na
3 to 6 times	7	na	na	na
7 or more times	12	na	na	na

Question HS A.90/MS A.80: During your life, how many times have you ever driven a car when you had been drinking alcohol, or been in a car driven by a friend when he or she had been drinking?... In your life, how many times have you ridden in a car driven by someone who had been drinking alcohol?

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of middle/high school students.

Table A6.9
Lifetime Drunk or “High” on School Property

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times	97	—	—	—
1 to 2 times	2	—	—	—
3 to 6 times	0	—	—	—
7 or more times	2	—	—	—

Question HS A.60/MS A.55: During your life, how many times have you been... drunk on alcohol or “high” on drugs on school property?

Note: Cells are empty if there are less than 25 respondents.

Table A6.10***Current AOD Use on School Property, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
0 days	96	—	—	—
1 to 2 days	1	—	—	—
3 or more days	3	—	—	—
Marijuana				
0 days	96	—	—	—
1 to 2 days	1	—	—	—
3 or more days	3	—	—	—
Any other drug, pill, or medicine to get “high” or for other than medical reasons?				
0 days	97	—	—	—
1 to 2 days	3	—	—	—
3 or more days	0	—	—	—
<i>Any of the above</i>	6	—	—	—

Question HS A.74-76/MS A.67-69: During the past 30 days, on how many days on school property did you... have at least one drink of alcohol... smoke marijuana... use any other drug, pill, or medicine to get “high” or for other than medical reasons?

Note: Cells are empty if there are less than 25 respondents.

Table A6.11***Perceived Harm and Availability***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>Perceived Harm of Use...</i>				
Alcohol - drink occasionally				
Great	15	—	—	—
Moderate	28	—	—	—
Slight	25	—	—	—
None	31	—	—	—
Alcohol - 5 or more drinks once or twice a week				
Great	45	—	—	—
Moderate	17	—	—	—
Slight	12	—	—	—
None	26	—	—	—
Marijuana - smoke occasionally				
Great	38	—	—	—
Moderate	29	—	—	—
Slight	8	—	—	—
None	25	—	—	—
Marijuana - smoke once or twice a week				
Great	49	—	—	—
Moderate	16	—	—	—
Slight	10	—	—	—
None	24	—	—	—
<i>Perceived Difficulty of Obtaining...</i>				
Alcohol				
Very difficult	18	—	—	—
Fairly difficult	14	—	—	—
Fairly easy	20	—	—	—
Very easy	9	—	—	—
Don't know	39	—	—	—
Marijuana				
Very difficult	16	—	—	—
Fairly difficult	19	—	—	—
Fairly easy	10	—	—	—
Very easy	15	—	—	—
Don't know	39	—	—	—

Question HS A.79-82, 84, 85/MS A.72-75, 77, 78: How much do people risk harming themselves physically and in other ways when they do the following?... Drink alcohol occasionally... Have five or more drinks of an alcoholic beverage once or twice a week... Smoke marijuana occasionally... Smoke marijuana once or twice a week... How difficult is it for students in your grade to get any of the following substances if they really want them?... Alcohol... Marijuana.

Note: Cells are empty if there are less than 25 respondents.

7. Tobacco Use

Table A7.1

Summary of Key CHKS Tobacco Indicators

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
Use Prevalence and Patterns					
Ever smoked a whole cigarette	5	—	—	—	A7.2
Current cigarette smoking [‡]	4	—	—	—	A7.3
Current cigarette smoking at school [‡]	5	—	—	—	A7.4
Ever tried smokeless tobacco	3	—	—	—	A7.2
Current smokeless tobacco use [‡]	3	—	—	—	A7.3
Current smokeless tobacco use at school [‡]	3	—	—	—	A7.4
Ever used electronic cigarettes or other vaping device	15	—	—	—	A7.2
Current use of electronic cigarettes or other vaping device [‡]	4	—	—	—	A7.3
Current use of electronic cigarettes or other vaping device at school [‡]	3	—	—	—	A7.4
Cessation Attempts					
Tried to quit or stop using cigarettes	na	—	—	—	A7.5
Attitudes and Correlates					
Occasional smoking great harm	22	—	—	—	A7.7
Smoking 1-2 packs per day great harm	63	—	—	—	A7.7
Strongly disapprove of peer smoking 1 or more packs of cigarettes a day	73	—	—	—	A7.6
Very easy to obtain cigarettes	11	—	—	—	A7.7

Notes: Cells are empty if there are less than 25 respondents.

[‡]Past 30 days; na—Not asked of middle school students.

Table A7.2
Lifetime Tobacco Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
A cigarette, even one or two puffs				
0 times	93	na	na	na
1 time	1	na	na	na
2 to 3 times	3	na	na	na
4 or more times	3	na	na	na
A whole cigarette				
0 times	95	—	—	—
1 time	2	—	—	—
2 to 3 times	3	—	—	—
4 or more times	0	—	—	—
Smokeless tobacco				
0 times	97	—	—	—
1 time	1	—	—	—
2 to 3 times	0	—	—	—
4 or more times	1	—	—	—
An electronic cigarette or other vaping device				
0 times	85	—	—	—
1 time	10	—	—	—
2 to 3 times	0	—	—	—
4 or more times	4	—	—	—

Question HS A.44-46/MS A.44-47: During your life, how many times have you used the following substances? A cigarette, even one or two puffs... A whole cigarette... Smokeless tobacco (dip, chew, or snuff)... Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens.

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of high school students.

Table A7.3***Any Current Use and Daily Use***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Cigarette				
Any	4	—	—	—
Daily (20 or more days)	0	—	—	—
Smokeless Tobacco				
Any	3	—	—	—
Daily (20 or more days)	0	—	—	—
Electronic cigarette				
Any	4	—	—	—
Daily (20 or more days)	0	—	—	—

Question HS A.61-63/MS A.56-58: During the past 30 days, on how many days did you use... cigarettes... smokeless tobacco (dip, chew, or snuff)... electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?

Note: Cells are empty if there are less than 25 respondents.

Table A7.4***Current Smoking on School Property, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Cigarette				
0 days	95	—	—	—
1 or 2 days	3	—	—	—
3 to 9 days	2	—	—	—
10 to 19 days	0	—	—	—
20 or more days	0	—	—	—
Smokeless Tobacco				
0 days	97	—	—	—
1 or 2 days	3	—	—	—
3 to 9 days	0	—	—	—
10 to 19 days	0	—	—	—
20 or more days	0	—	—	—
Electronic cigarette or other vaping device				
0 days	97	—	—	—
1 or 2 days	3	—	—	—
3 to 9 days	0	—	—	—
10 to 19 days	0	—	—	—
20 or more days	0	—	—	—

Question HS A.71-73/MS A.64-66: During the past 30 days, on how many days on school property did you... smoke cigarettes... use smokeless tobacco (dip, chew, or snuff)... use electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?

Note: Cells are empty if there are less than 25 respondents.

Table A7.5***Cigarette Smoking Cessation Attempts***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Does not apply, don't use	na	—	—	—
0 times	na	—	—	—
1 time	na	—	—	—
2 to 3 times	na	—	—	—
4 or more times	na	—	—	—

Question HS A.87: How many times have you tried to quit or stop using cigarettes?

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of middle school students.

Table A7.6***Personal Disapproval of Peer Cigarette Smoking, One or More Packs A Day***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Neither approve nor disapprove	24	—	—	—
Somewhat disapprove	3	—	—	—
Strongly disapprove	73	—	—	—

Question HS A.86/MS A.79: How do you feel about someone your age smoking one or more packs of cigarettes a day?

Note: Cells are empty if there are less than 25 respondents.

Table A7.7***Perceived Harm of Cigarette Smoking and Difficulty of Obtaining Cigarettes***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>Perceived Harm of Use...</i>				
Smoke cigarettes occasionally				
Great	22	—	—	—
Moderate	37	—	—	—
Slight	15	—	—	—
None	25	—	—	—
Smoke 1-2 packs of cigarettes a day				
Great	63	—	—	—
Moderate	10	—	—	—
Slight	3	—	—	—
None	24	—	—	—
<i>Perceived Difficulty of Obtaining...</i>				
Cigarettes				
Very difficult	18	—	—	—
Fairly difficult	18	—	—	—
Fairly easy	15	—	—	—
Very easy	11	—	—	—
Don't know	38	—	—	—

Question HS A.77, 78, 83/MS A.70, 71, 76: How much do people risk harming themselves physically and in other ways when they do the following?... Smoke cigarettes occasionally... Smoke 1-2 packs of cigarettes each day... How difficult is it for students in your grade to get any of the following substances if they really want them?... Cigarettes.

Note: Cells are empty if there are less than 25 respondents.

8. Other Physical and Mental Health Risks

Table A8.1

Cyber Bullying, Past 12 Months

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times (never)	78	—	—	—
1 time	10	—	—	—
2 to 3 times	6	—	—	—
4 or more times	6	—	—	—

Question HS A.113/MS A.104: During the past 12 months, how many times did other students spread mean rumors or lies about you on the internet (i.e., FacebookTM, InstagramTM, SnapchatTM, email, instant message)?

Note: Cells are empty if there are less than 25 respondents.

Table A8.2

Alone After School

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Never	28	na	na	na
1 day	21	na	na	na
2 days	10	na	na	na
3 days	13	na	na	na
4 days	1	na	na	na
5 days	25	na	na	na

Question MS A.82: In a normal week, how many days are you home after school for at least one hour without an adult there?

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of high school students.

Table A8.3***Eating of Breakfast***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	31	—	—	—
Yes	69	—	—	—

Question HS A.117/MS A.107: Did you eat breakfast today?

Note: Cells are empty if there are less than 25 respondents.

Table A8.4***Chronic Sad or Hopeless Feelings, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	77	—	—	—
Yes	23	—	—	—

Question HS A.115/MS A.106: During the past 12 months, did you ever feel so sad or hopeless almost every day for two weeks or more that you stopped doing some usual activities?

Note: Cells are empty if there are less than 25 respondents.

Table A8.5***Seriously Considered Attempting Suicide, Past 12 Months***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	na	—	—	—
Yes	na	—	—	—

Question HS A.116: During the past 12 months, did you ever seriously consider attempting suicide?

Notes: Cells are empty if there are less than 25 respondents.

na—Not asked of middle school students.

Table A8.6***Gang Involvement***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
No	93	—	—	—
Yes	7	—	—	—

Question HS A.114/MS A.105: Do you consider yourself a member of a gang?

Note: Cells are empty if there are less than 25 respondents.

9. Race/Ethnic Breakdowns

Table A9.1

School Developmental Supports and Connectedness by Race/Ethnicity - 7th Grade

Percent of students scoring High (%)	Grade 7						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports						64	
Caring adults in school						58	
High expectations-adults in school						68	
Meaningful participation at school						32	
<i>School Connectedness</i>						76	
<i>Academic Motivation</i>						62	

Notes: Cells are empty if there are less than 25 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races.

Table A9.2

School Developmental Supports and Connectedness by Race/Ethnicity - 9th Grade

Percent of students scoring High (%)	Grade 9						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports	—	—	—	—	—	—	—
Caring adults in school	—	—	—	—	—	—	—
High expectations-adults in school	—	—	—	—	—	—	—
Meaningful participation at school	—	—	—	—	—	—	—
<i>School Connectedness</i>	—	—	—	—	—	—	—
<i>Academic Motivation</i>	—	—	—	—	—	—	—

Notes: Cells are empty if there are less than 25 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races.

Table A9.3***School Developmental Supports and Connectedness by Race/Ethnicity - 11th Grade***

Percent of students scoring High (%)	Grade 11						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports	—	—	—	—	—	—	—
Caring adults in school	—	—	—	—	—	—	—
High expectations-adults in school	—	—	—	—	—	—	—
Meaningful participation at school	—	—	—	—	—	—	—
<i>School Connectedness</i>	—	—	—	—	—	—	—
<i>Academic Motivation</i>	—	—	—	—	—	—	—

Notes: Cells are empty if there are less than 25 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races.

Table A9.4***School Developmental Supports and Connectedness by Race/Ethnicity - Non-Traditional***

Percent of students scoring High (%)	NT						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports	—	—	—	—	—	—	—
Caring adults in school	—	—	—	—	—	—	—
High expectations-adults in school	—	—	—	—	—	—	—
Meaningful participation at school	—	—	—	—	—	—	—
<i>School Connectedness</i>	—	—	—	—	—	—	—
<i>Academic Motivation</i>	—	—	—	—	—	—	—

Notes: Cells are empty if there are less than 25 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races.

Table A9.5***Current Cigarette Smoking by Race/Ethnicity***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Smoked cigarettes in the past 30 days				
Hispanic or Latino		—	—	—
American Indian or Alaska Native		—	—	—
Asian		—	—	—
Black or African American		—	—	—
Native Hawaiian or Pacific Islander		—	—	—
White	4	—	—	—
Mixed (two or more) races		—	—	—

Notes: Cells are empty if there are less than 25 respondents.

10. Gender Breakdowns

Table A10.1

School Developmental Supports, Connectedness, and Academic Motivation by Gender

Percent of Students Scoring High	Grade 7		Grade 9		Grade 11		NT	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
<i>School Environment</i>								
Total school supports	48	71	—	—	—	—	—	—
Caring adults in school	48	59	—	—	—	—	—	—
High expectations-adults in school	58	76	—	—	—	—	—	—
Meaningful participation at school	27	26	—	—	—	—	—	—
<i>School Connectedness</i>	73	74	—	—	—	—	—	—
<i>Academic Motivation</i>	52	59	—	—	—	—	—	—

Note: Cells are empty if there are less than 25 respondents.

Table A10.2
Selected Alcohol and Drug Use Measures by Gender

	Grade 7		Grade 9		Grade 11		NT	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
Lifetime and Current AOD Use								
<i>During your life, did you ever...</i>								
drink alcohol (one full drink)?	33	12	—	—	—	—	—	—
use inhalants?	12	0	—	—	—	—	—	—
smoke marijuana?	25	12	—	—	—	—	—	—
<i>During the past 30 days, did you...</i>								
drink alcohol (one full drink)?	18	3	—	—	—	—	—	—
use inhalants?	6	3	—	—	—	—	—	—
smoke marijuana?	15	3	—	—	—	—	—	—
Level of Involvement (High Risk Patterns)								
<i>During your life, have you ever...</i>								
been very drunk or sick after drinking alcohol?	19	0	—	—	—	—	—	—
been “high” from using drugs?	13	3	—	—	—	—	—	—
During the past 30 days, did you drink 5 or more drinks of alcohol in a couple of hours?	12	0	—	—	—	—	—	—
AOD Use at School								
During your life, have you ever been drunk or “high” on school property?	3	3	—	—	—	—	—	—
During the past 30 days, did you use marijuana on school property?	9	0	—	—	—	—	—	—
Perceived Harm								
<i>Frequent use of...is harmful.^A</i>								
alcohol (five or more drinks once or twice a week)	75	74	—	—	—	—	—	—
marijuana (once or twice a week)	76	76	—	—	—	—	—	—

Notes: Cells are empty if there are less than 25 respondents.

^A*Combines Great, Moderate, and Slight.*

Table A10.3

Selected Tobacco Use Measures by Gender

	Grade 7		Grade 9		Grade 11		NT	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
During your life, did you ever smoke a cigarette?	9	0	—	—	—	—	—	—
During the past 30 days, did you smoke a cigarette?	9	0	—	—	—	—	—	—
During the past 30 days, did you smoke cigarettes daily?	0	0	—	—	—	—	—	—
During the past 30 days, did you smoke cigarettes on school property?	9	0	—	—	—	—	—	—
Frequent use of cigarettes is harmful. (1-2 packs a day) ^A	82	71	—	—	—	—	—	—

Notes: Cells are empty if there are less than 25 respondents.

^A*Combines Great, Moderate, and Slight.*

Table A10.4

School Safety–Related Indicators by Gender

	Grade 7		Grade 9		Grade 11		NT	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
<i>During the past 12 months at school, have you been harassed or bullied for any of the following reasons?</i>								
Race, ethnicity, or national origin	9	6	—	—	—	—	—	—
Religion	9	0	—	—	—	—	—	—
Gender	30	6	—	—	—	—	—	—
Gay/lesbian, or someone thought you were	21	6	—	—	—	—	—	—
Physical/mental disability	6	0	—	—	—	—	—	—
Any other reason	34	29	—	—	—	—	—	—
During the past 12 months at school, have you been in a physical fight?	6	21	—	—	—	—	—	—
Feels safe at school	76	88	—	—	—	—	—	—
Currently belong to a gang	12	3	—	—	—	—	—	—

Note: Cells are empty if there are less than 25 respondents.

Table A10.5

Physical and Mental Health Measures by Gender

	Grade 7		Grade 9		Grade 11		NT	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
Eating of breakfast	61	76	—	—	—	—	—	—
Chronic sad or hopeless feelings	34	13	—	—	—	—	—	—

Note: Cells are empty if there are less than 25 respondents.

CALIFORNIA HEALTHY KIDS SURVEY



Gold Trail Union Elementary Elementary 2015-2016 Main Report

This report was prepared by WestEd, a research, development, and service agency, in collaboration with Duerr Evaluation Resources, under contract from the California Department of Education Coordinated School Health and Safety Office. For contract information, contact:

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PREFACE

NEW FEATURE

The list of content sections and table names at the beginning of the digital report have been hyperlinked to the tables. Click on the title of a content section or a table and you will be automatically directed to the actual content section or table in the report.

This report provides the detailed results for each question from this school/district's *2015–16 California Healthy Kids Survey* (CHKS), presented in tables organized by topic.

The CHKS, along with its two companion surveys—*California School Climate Survey* (CSCS) for staff and the *California School Parent Survey* (CSPS)—is a service of the California Department of Education (CDE). These three surveys form the *California School Climate, Health, and Learning Survey* (Cal-SCHLS) System, the largest, most comprehensive effort in the nation to assess students, staff, and parents at the local level on a regular basis to provide key data on school climate, learning supports and barriers, stakeholder engagement, and overall youth development, health, and well-being. The surveys provide a wealth of information to guide school improvement efforts and your Local Control and Accountability Plans (LCAP), particularly in regard to the state priorities of enhancing school climate, pupil engagement, and parent involvement.

Factsheets, guidebooks, and other resources to help in understanding and using survey results are available for downloading from the survey website: chks.wested.org. The California Safe and Supportive Schools website (californias3.wested.org/) provides a wealth of information and tools helpful in implementing effective strategies to improve school climate, student supports, and social-emotional learning. Particularly valuable in regard to LCAP efforts are *Making Sense of School Climate* (californias3.wested.org/tools/schoolclimate) and *Helpful Resources for Local Control and Accountability Plans, 2014-15* (chks.wested.org/resources/LCAP_Cal_SCHLS.pdf).

The Cal-SCHLS Technical Assistance Center offers workshops to help in identifying local needs and developing action plans to meet those needs, including data use workshops.

SURVEY PURPOSE

The California Department of Education (CDE) has funded the CHKS since 1997 to provide data that would assist schools in: (1) fostering positive school climates and engagement in learning; (2) preventing youth health-risk behaviors and other barriers to academic achievement; and (3) promoting positive youth development, resilience, and well-being. A thorough understanding of the scope and nature of youth behaviors, attitudes, and learning conditions is essential to guide school improvement efforts and to also develop effective prevention, health, and youth development programs. These surveys grew out of CDE's commitment to helping schools promote the successful cognitive, social, and emotional development of all students and create more positive, engaging school environments for students, staff, and parents.

SURVEY CONTENT OVERVIEW

The CHKS consists of a required general set of questions and a series of optional, supplementary topic-focused modules that districts can elect to administer. Districts may also add their own questions of local

interest. Table 1 indicates the modules administered by the district/school.

The survey consists of a broad range of key questions identified by an expert advisory committee that is considered most important for schools to administer to guide improvement of academic, health, and prevention programs and the promotion of student achievement, positive development, and well-being. The primary focus of the survey is assessing student perceptions and experiences related to school climate and engagement, learning supports, and health-related, non-academic learning barriers (e.g., substance use, bullying and violence, and poor physical and mental health).

School-Related Core Content

To support school improvement efforts, the majority of questions on the CHKS assess school performance, engagement, climate, and experiences. The survey provides self-reported data on:

- School connectedness;
- The level of which students experience caring adult relationships, high expectations, and opportunities for meaningful participation at school, three fundamental developmental supports (protective factors) that promote positive academic outcomes; and
- Perceived safety and frequency of, and reasons for, harassment and bullying at school.

SURVEY ADMINISTRATION AND SAMPLING

School staff administered the survey, following detailed instructions provided by CDE that were designed to assure the protection of all student and parental rights to privacy and to maintain confidentiality. Students were surveyed only with the consent of parents or guardians. Each student's participation was voluntary, anonymous, and confidential. Table A1.1 gives the target sample of students and the final number and percent of students who completed the survey (the participation response rate).

THE REPORT

The tables in the Main CHKS Report provide the percentages responding to each question response option by grade level, organized by topic. Because it is just as important to identify the positive behaviors of youth as it is to identify the risks they face, the tables include the percentages of youth who do not engage in each risk behavior. Percentages are rounded off to the nearest whole number.

UNDERSTANDING AND USING THE DATA

Among the tools available to help in understanding and using the survey results, especially for LCAP implementation and monitoring, *Making Sense of School Climate* provides a discussion of all the Cal-SCHLS secondary survey items that relate to school climate (download californias3.wested.org/resources/S3_schoolclimateguidebook_final.pdf). As the elementary survey assesses many of the same variables, this is also a useful guide for lower grade levels. Elementary results should also be compared with those from students in middle and high schools, to determine how student strengths and needs develop with age. In particular, results from middle school can help guide engagement, prevention, and health promotion efforts in elementary schools.

Care must be taken to understand the factors that can impact the quality, validity, and generalizability of the results, such as changes that occur in survey content, administration, and/or sample characteristics

between administrations. The following are a few of the key issues that should be kept in mind. A more detailed discussion of these topics can be found in the *CHKS Data Use and Dissemination Guidebook*.

Sample Characteristics

Among the most important factors affecting the quality of survey results is the level of student participation. The validity and representativeness of the results will be adversely affected if the student response rate is lower than 60%. One indication of the survey's representativeness is how accurately the sample reflects the gender and ethnic composition of the student enrollment. Even if the response rate is low, the results provide an indication of what those students who did respond felt about the school and their experiences and behavior.

Changes Between Survey Administrations

Many factors may account for changes in results from administration to administration besides real changes in behavior, attitudes, or experiences among students. The change could be due to differences over time in the characteristics or size of the sample of students who completed the survey, or changes in the questions themselves, or differences in the time period in which the survey was administered (e.g., some risk behaviors tend to increase with age, and be higher after holidays or even a social event).

NEXT STEPS

Receiving this report is just a beginning step in a data-driven, decision-making process. The results of this student survey should be compared to those obtained from the Cal-SCHLS surveys of school staff and parents. It is important to determine how consistent are student, staff, and parent perceptions and experiences. The elementary results should be compared to the middle and high school results.

CHKS results will also be enriched if analyzed in the context of other data typically collected by schools that relate to the variables assessed, such as discipline referrals, school demographic information, school vandalism costs, and behavioral observations in classrooms.

The following actions, which can be requested as custom services (additional fees apply), will help in fostering effective use of the results and provide additional information to support school and program improvement efforts and the LCAP process.

Request School Reports

If the schools in the district vary significantly in demographics, programs, or other characteristics, consider requesting individual reports for each school (a fee applies).

Request Disaggregated Report or Analyses

The staff of the Regional TA Centers can produce full reports that look at how results vary by demographic subgroups (e.g., race/ethnicity or by youth who are low in academic motivation compared those who are high). This is particularly important given the LCAP requirement that districts identify and address the needs of underserved subgroups.

Engage with Students, Staff, and Parents in an Action Planning Process

Engage students, staff, and parents in reviewing and exploring the meaning of the results and obtain their input into how the school might better meet the needs identified and the development of a detailed

action plan. This communicates to students that you value their input into how to improve the school and gives them an opportunity for meaningful participation. This helps enhance school connectedness among students and parent involvement, two of the LCAP priorities. It will also promote higher rates of participation the next time the survey is administered, as stakeholders will see how the data has been used for positive purposes.

On request, Cal-SCHLS staff can conduct a structured group Listening to Students Workshop designed to explore with students, as staff observe, the meaning of survey results and obtain their input on how to address the needs identified by the survey. Cal-SCHLS staff also can conduct a Data Use Action Planning Workshop designed to identify local needs based on the survey results and engage stakeholders in developing a detailed plan and timetable for meeting those needs using evidence-based strategies. For more information, contact your Cal-SCHLS Technical Assistance Center (call 888.841.7536 or email schoolclimate@wested.org). See also: californias3.wested.org/workshops.

ACKNOWLEDGMENTS

The CHKS and this report were developed by WestEd, in collaboration with Duerr Evaluation Resources, under contract from the California Department of Education Coordinated School Health and Safety Office. For more information, call the toll-free helpline at 888.841.7536, or visit the website at chks.wested.org.

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Survey Module Administration

Table 1

CHKS Survey Modules Administered

Survey Module	Administered
A. Core (Required)	X
B. District After-School Module (DASM)	
C. GRAM Safety (Gang Risk Assessment) Module	
D. Health Module	
E. Military Module	
F. Personal, Social, and Emotional Strengths Module	
G. Cal-Well Module (New This Year)	
Z. Custom Questions	

Core Module Results

1. Survey Sample

Table A1.1

Student Sample Characteristics

	Grade 3	Grade 4	Grade 5	Grade 6
<i>Student Sample Size</i>				
Target sample	–	–	76	74
Final number	–	–	52	55
Average Response Rate	–	–	68%	74%

2. Summary of Key Indicators

Table A2.1

Key Indicators of School Climate and Student Well-Being

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %	Table
School Engagement and Supports					
School connectedness (high)	–	–	50	79	A4.2
Academic motivation (high)	–	–	50	46	A4.2
Caring adult relationships (high)	–	–	56	76	A4.2
High expectations (high)	–	–	53	68	A4.2
Meaningful participation (high)	–	–	10	12	A4.2
School Safety					
Feel safe at school [†]	–	–	88	90	A7.1
Been hit or pushed	–	–	35	33	A7.2
Mean rumors spread about you	–	–	60	29	A7.2
Been called bad names or mean jokes made about you	–	–	54	43	A7.2
Saw a weapon at school [‡]	–	–	21	12	A7.4
Disciplinary Environment					
Students well-behaved [†]	–	–	72	76	A6.2
Students treated fairly when break school rules [†]	–	–	56	69	A6.1
Students treated with respect [†]	–	–	82	90	A6.1
Lifetime Substance Use					
Alcohol or drug use	–	–	23	12	A9.1
Cigarette smoking	–	–	2	2	A10.1
E-cigarette	–	–	4	0	A10.1

Notes: Cells are empty if there are less than 25 respondents.

[†]*Combines “Most of the time” and “All of the time.”* [‡]*Past 12 months.*

3. Demographics

Table A3.1

Age of Sample

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
7 years old, or younger than 7	–	–	0	0
8 years old	–	–	0	0
9 years old	–	–	0	0
10 years old	–	–	25	0
11 years old	–	–	62	29
12 years old	–	–	13	65
13 years old, or older than 13	–	–	0	5

Question ES A.2: How old are you?

Note: Cells are empty if there are less than 25 respondents.

Table A3.2

Gender of Sample

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
Female	–	–	54	64
Male	–	–	46	36

Question ES A.3: Are you female or male?

Note: Cells are empty if there are less than 25 respondents.

Table A3.3***Number of Days Attending Afterschool Program***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
0 days	–	–	83	47
1 day	–	–	4	15
2 days	–	–	4	9
3 days	–	–	0	2
4 days	–	–	4	22
5 days	–	–	6	5

Question ES A.6: How many days a week do you usually go to your school's afterschool program?

Note: Cells are empty if there are less than 25 respondents.

4. School Performance, Supports, and Engagements

Table A4.1

Perceived School Performance

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
One of the best students	–	–	22	23
Better than most students	–	–	28	29
About the same as others	–	–	50	38
Don't do as well as most others	–	–	0	10

Question ES A.20: How well do you do in your schoolwork?

Note: Cells are empty if there are less than 25 respondents.

Table A4.2

School Developmental Supports, Connectedness, and Academic Motivation

Percent of students scoring High, Moderate, and Low (%)	Grade 3			Grade 4			Grade 5			Grade 6		
	H	M	L	H	M	L	H	M	L	H	M	L
<i>School Environment</i>												
Total school supports	–	–	–	–	–	–	53	40	6	62	38	0
Caring adults in school	–	–	–	–	–	–	56	38	6	76	24	0
High expectations-adults in school	–	–	–	–	–	–	53	47	0	68	30	2
Meaningful participation at school	–	–	–	–	–	–	10	75	15	12	84	4
<i>School Connectedness</i>	–	–	–	–	–	–	50	46	4	79	21	0
<i>Academic Motivation</i>	–	–	–	–	–	–	50	35	15	46	40	13

Note: Cells are empty if there are less than 25 respondents.

Table A4.3***School Developmental Supports Scale Questions***

At my school, teachers and other grown-ups...	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
<i>Caring Relationships</i>				
care about you.				
No, never	–	–	4	0
Yes, some of the time	–	–	14	2
Yes, most of the time	–	–	20	27
Yes, all of the time	–	–	62	71
listen when you have something to say.				
No, never	–	–	6	0
Yes, some of the time	–	–	22	10
Yes, most of the time	–	–	46	52
Yes, all of the time	–	–	26	38
<i>High Expectations</i>				
tell you when you do a good job.				
No, never	–	–	2	2
Yes, some of the time	–	–	31	21
Yes, most of the time	–	–	37	38
Yes, all of the time	–	–	31	38
believe that you can do a good job.				
No, never	–	–	0	0
Yes, some of the time	–	–	10	8
Yes, most of the time	–	–	40	12
Yes, all of the time	–	–	50	81

Question ES A.14-15, 21-22: Do the teachers and other grown-ups at school care about you?... Do the teachers and other grown-ups at school tell you when you do a good job?... Do the teachers and other grown-ups at school listen when you have something to say?... Do the teachers and other grown-ups at school believe that you can do a good job?

Note: Cells are empty if there are less than 25 respondents.

Table A4.3***School Developmental Supports Scale Questions - Continued***

At school...	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
<i>Opportunities for Meaningful Participation</i>				
I am given a chance to help decide things.				
No, never	—	—	31	16
Yes, some of the time	—	—	38	58
Yes, most of the time	—	—	27	22
Yes, all of the time	—	—	4	4
I do things to be helpful.				
No, never	—	—	4	0
Yes, some of the time	—	—	20	25
Yes, most of the time	—	—	52	48
Yes, all of the time	—	—	24	27

Question ES A.13, 23: Are you given a chance to help decide things at school, like class rules?... Do you do things to be helpful at school?

Note: Cells are empty if there are less than 25 respondents.

Table A4.4
School Connectedness Scale Questions

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
I feel close to people at school.				
No, never	–	–	6	6
Yes, some of the time	–	–	41	15
Yes, most of the time	–	–	33	33
Yes, all of the time	–	–	20	46
I am happy to be at this school.				
No, never	–	–	4	0
Yes, some of the time	–	–	18	9
Yes, most of the time	–	–	37	35
Yes, all of the time	–	–	41	56
I feel like I am part of this school.				
No, never	–	–	10	0
Yes, some of the time	–	–	22	11
Yes, most of the time	–	–	24	28
Yes, all of the time	–	–	45	61
Teachers treat students fairly at school.				
No, never	–	–	2	0
Yes, some of the time	–	–	16	2
Yes, most of the time	–	–	40	49
Yes, all of the time	–	–	42	49
I feel safe at school.				
No, never	–	–	2	2
Yes, some of the time	–	–	10	8
Yes, most of the time	–	–	48	25
Yes, all of the time	–	–	40	65

Question ES A.7-9, 12, 51: Do you feel close to people at school?... Are you happy to be at this school?... Do you feel like you are part of this school?... Do teachers treat students fairly at school?... Do you feel safe at school?

Note: Cells are empty if there are less than 25 respondents.

Table A4.5***Academic Motivation Scale Questions***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
I finish all my class assignments.				
No, never	–	–	0	0
Yes, some of the time	–	–	4	2
Yes, most of the time	–	–	42	37
Yes, all of the time	–	–	54	61
I try even harder the next time when I get a bad grade.				
No, never	–	–	2	0
Yes, some of the time	–	–	6	0
Yes, most of the time	–	–	14	38
Yes, all of the time	–	–	78	62
I keep working and working on my schoolwork until I get it right.				
No, never	–	–	2	2
Yes, some of the time	–	–	23	10
Yes, most of the time	–	–	40	61
Yes, all of the time	–	–	35	27
I do my class assignments even when they're really hard for me.				
No, never	–	–	0	0
Yes, some of the time	–	–	15	8
Yes, most of the time	–	–	19	29
Yes, all of the time	–	–	67	63

Question ES A.34-37: Do you finish all your class assignments?... When you get a bad grade, do you try even harder the next time?... Do you keep working and working on your schoolwork until you get it right?... Do you do your class assignments even when they're really hard for you?

Note: Cells are empty if there are less than 25 respondents.

Table A4.6***School Pride***

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
Do you feel proud to belong to your school?				
No, never	–	–	6	0
Yes, some of the time	–	–	14	6
Yes, most of the time	–	–	37	24
Yes, all of the time	–	–	43	70

Question ES A.10: Do you feel proud to belong to your school?

Note: Cells are empty if there are less than 25 respondents.

5. Supports for Learning at School

Table A5.1

Supports for Learning

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
Are the students at your school motivated to learn?				
No, never	—	—	2	0
Yes, some of the time	—	—	50	25
Yes, most of the time	—	—	42	63
Yes, all of the time	—	—	6	12
Do the teachers and other grown-ups at school ask you about your ideas?				
No, never	—	—	20	14
Yes, some of the time	—	—	48	38
Yes, most of the time	—	—	24	38
Yes, all of the time	—	—	8	10
Do the teachers and other grown-ups give you a chance to solve school problems?				
No, never	—	—	12	8
Yes, some of the time	—	—	44	35
Yes, most of the time	—	—	32	31
Yes, all of the time	—	—	12	25
Do you get to do interesting activities at school?				
No, never	—	—	4	0
Yes, some of the time	—	—	38	31
Yes, most of the time	—	—	34	43
Yes, all of the time	—	—	24	25

Question ES A.11, 16-18: Are the students at your school motivated to learn?... Do the teachers and other grown-ups at school ask you about your ideas?... Do the teachers and other grown-ups give you a chance to solve school problems?... Do you get to do interesting activities at school?

Note: Cells are empty if there are less than 25 respondents.

Table A5.1***Supports for Learning - Continued***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
Do your teachers ask you what you want to learn about?				
No, never	—	—	50	42
Yes, some of the time	—	—	38	44
Yes, most of the time	—	—	8	13
Yes, all of the time	—	—	4	0

Question ES A.19: Do your teachers ask you what you want to learn about?

Note: Cells are empty if there are less than 25 respondents.

Table A5.2***Supports for Social and Emotional Learning***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
<i>Does your school...</i>				
help students solve conflicts with one another?				
No, never	—	—	4	2
Yes, some of the time	—	—	28	21
Yes, most of the time	—	—	38	23
Yes, all of the time	—	—	30	54
teach students to understand how other students think and feel?				
No, never	—	—	4	6
Yes, some of the time	—	—	31	10
Yes, most of the time	—	—	39	46
Yes, all of the time	—	—	27	38
teach students to care about each other and treat each other with respect?				
No, never	—	—	4	0
Yes, some of the time	—	—	10	12
Yes, most of the time	—	—	45	25
Yes, all of the time	—	—	41	63

Question ES A.28-30: Does your school help students solve conflicts with one another?... Does your school teach students to understand how other students think and feel?... Does your school teach students to care about each other and treat each other with respect?

Note: Cells are empty if there are less than 25 respondents.

6. Disciplinary Environment, Fairness, and Respect

Table A6.1

Clarity of Rules and Fairness

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
Do students know what the rules are?				
No, never	–	–	2	0
Yes, some of the time	–	–	14	4
Yes, most of the time	–	–	34	52
Yes, all of the time	–	–	50	44
Are students treated fairly when they break school rules?				
No, never	–	–	18	4
Yes, some of the time	–	–	26	27
Yes, most of the time	–	–	32	29
Yes, all of the time	–	–	24	39
Do teachers and other grown-ups at school treat students with respect?				
No, never	–	–	0	0
Yes, some of the time	–	–	18	10
Yes, most of the time	–	–	28	40
Yes, all of the time	–	–	54	50

Question ES A.24, 25, 27: Do teachers and other grown-ups at school treat students with respect?... Are students treated fairly when they break school rules?... Do students know what the rules are?

Note: Cells are empty if there are less than 25 respondents.

Table A6.2***Student Positive Behavior***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
Do you follow the classroom rules?				
No, never	–	–	0	0
Yes, some of the time	–	–	7	6
Yes, most of the time	–	–	44	35
Yes, all of the time	–	–	49	60
Do you follow the playground rules at recess and lunch times?				
No, never	–	–	0	0
Yes, some of the time	–	–	13	10
Yes, most of the time	–	–	35	37
Yes, all of the time	–	–	52	54
Do you listen when your teacher is talking?				
No, never	–	–	0	0
Yes, some of the time	–	–	8	6
Yes, most of the time	–	–	50	48
Yes, all of the time	–	–	42	46
Are students at this school well behaved?				
No, never	–	–	4	0
Yes, some of the time	–	–	24	24
Yes, most of the time	–	–	72	72
Yes, all of the time	–	–	0	4
Are you nice to other students?				
No, never	–	–	0	0
Yes, some of the time	–	–	4	4
Yes, most of the time	–	–	33	33
Yes, all of the time	–	–	63	63

Question ES A.26, 38-41: Are students at this school well behaved? ... Do you follow the classroom rules?... Do you follow the playground rules at recess and lunch times?... Do you listen when your teacher is talking?... Are you nice to other students?

Note: Cells are empty if there are less than 25 respondents.

7. School Violence, Victimization, and Safety

Table A7.1

Perceived Safety At or Outside of School

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
Do you feel safe at school?				
No, never	—	—	2	2
Yes, some of the time	—	—	10	8
Yes, most of the time	—	—	48	25
Yes, all of the time	—	—	40	65
Do you feel safe on your way to and from school?				
No, never	—	—	0	0
Yes, some of the time	—	—	17	6
Yes, most of the time	—	—	23	17
Yes, all of the time	—	—	60	77

Question ES A.51, 52: Do you feel safe at school?... Do you feel safe on your way to and from school?

Note: Cells are empty if there are less than 25 respondents.

Table A7.2***Frequency of Being Harassed on School Property***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
Been hit or pushed				
No, never	–	–	65	67
Yes, some of the time	–	–	29	25
Yes, most of the time	–	–	2	6
Yes, all of the time	–	–	4	2
Mean rumors spread about you				
No, never	–	–	40	71
Yes, some of the time	–	–	40	25
Yes, most of the time	–	–	11	4
Yes, all of the time	–	–	9	0
Been called bad names or mean jokes made about you				
No, never	–	–	46	57
Yes, some of the time	–	–	33	37
Yes, most of the time	–	–	10	4
Yes, all of the time	–	–	10	2

Question ES A.45, 46, 48: Do other kids hit or push you at school when they are not just playing around?... Do other kids at school spread mean rumors or lies about you?... Do other kids at school call you bad names or make mean jokes about you?

Note: Cells are empty if there are less than 25 respondents.

Table A7.3***Frequency of Harassing on School Property, Past Year***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
Have hit or pushed other kids				
0 times	—	—	73	77
1 time	—	—	13	10
2 times	—	—	6	6
3 or more times	—	—	8	8
Have said mean things about other students or called them bad names				
0 times	—	—	48	65
1 time	—	—	38	12
2 times	—	—	6	12
3 or more times	—	—	8	12
Have spread mean rumors about other kids				
0 times	—	—	79	85
1 time	—	—	19	8
2 times	—	—	2	6
3 or more times	—	—	0	2

Question ES A.42-44: During the past year, how many times have you hit or pushed other kids at school when you were not playing around?... During the past year, how many times have you spread mean rumors or lies about other kids at school?... During the past year, how many times at school have you said mean things about other students or called them bad names?

Note: Cells are empty if there are less than 25 respondents.

Table A7.4***Weapons (Gun or Knife) on School Property, Past Year***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
Brought weapon to school				
No	—	—	96	98
Yes	—	—	4	2
Saw another kid with a weapon at school				
No	—	—	79	88
Yes	—	—	21	12

Question ES A.47, 49: During the past year, did you ever bring a gun or knife to school?... During the past year, have you ever seen another kid with a gun or knife at school?

Note: Cells are empty if there are less than 25 respondents.

Table A7.5***School Responses to Bullying***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
Teachers and other grown-ups make it clear that bullying is not allowed.				
No, never	—	—	2	2
Yes, some of the time	—	—	4	2
Yes, most of the time	—	—	23	8
Yes, all of the time	—	—	70	88
If you tell a teacher that you've been bullied, the teacher will do something to help.				
No, never	—	—	2	0
Yes, some of the time	—	—	16	6
Yes, most of the time	—	—	45	27
Yes, all of the time	—	—	37	67
Students at your school try to stop bullying when they see it happening.				
No, never	—	—	10	6
Yes, some of the time	—	—	27	27
Yes, most of the time	—	—	48	48
Yes, all of the time	—	—	15	19

Question ES A.31-33: Do the teachers and other grown-ups make it clear that bullying is not allowed?... If you tell a teacher that you've been bullied, will the teacher do something to help?... Do students at your school try to stop bullying when they see it happening?

Note: Cells are empty if there are less than 25 respondents.

Table A7.6***Frequency of Being Home Alone***

	Grade 3 %	Grade 4 %	Grade 5 %	Grade 6 %
No, never	—	—	60	51
Yes, some of the time	—	—	23	29
Yes, most of the time	—	—	13	16
Yes, all of the time	—	—	4	4

Question ES A.50: Are you home alone after school?

Note: Cells are empty if there are less than 25 respondents.

8. Home Supports and Involvement in Schooling

Table A8.1

High Expectations at Home

At home, a parent or some other grown-up...	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
believes that I can do a good job.				
No, never	–	–	0	0
Yes, some of the time	–	–	2	2
Yes, most of the time	–	–	17	6
Yes, all of the time	–	–	81	92
wants me to do my best.				
No, never	–	–	2	0
Yes, some of the time	–	–	0	2
Yes, most of the time	–	–	9	6
Yes, all of the time	–	–	89	92

Question ES A.63, 64: Does a parent or some other grown-up at home believe that you can do a good job?... Does a parent or some other grown-up at home want you to do your best?

Note: Cells are empty if there are less than 25 respondents.

Table A8.2***Parent/Adult Involvement in Schoolwork***

At home, a parent or some other grown-up...	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
cares about my schoolwork.				
No, never	–	–	0	0
Yes, some of the time	–	–	10	0
Yes, most of the time	–	–	13	8
Yes, all of the time	–	–	77	92
asks if I did my homework.				
No, never	–	–	2	2
Yes, some of the time	–	–	11	12
Yes, most of the time	–	–	40	24
Yes, all of the time	–	–	47	63
checks my homework.				
No, never	–	–	15	20
Yes, some of the time	–	–	38	35
Yes, most of the time	–	–	23	24
Yes, all of the time	–	–	25	22
asks me about school.				
No, never	–	–	0	0
Yes, some of the time	–	–	15	8
Yes, most of the time	–	–	31	12
Yes, all of the time	–	–	54	81
asks me about my grades.				
No, never	–	–	8	2
Yes, some of the time	–	–	25	21
Yes, most of the time	–	–	27	29
Yes, all of the time	–	–	40	48

Question ES A.62, 65-68: Does a parent or some other grown-up at home care about your schoolwork?... Does a parent or some other grown-up at home ask if you did your homework?... Does a parent or some other grown-up at home check your homework?... Does a parent or some other grown-up at home ask you about school?... Does a parent or some other grown-up at home ask you about your grades?

Note: Cells are empty if there are less than 25 respondents.

9. Alcohol and Other Drug (AOD) Use

Table A9.1

Use of Alcohol or Other Drugs, Lifetime

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
Alcohol, one or two sips	–	–	17	10
Alcohol, a full glass	–	–	4	2
Inhalants (to get high)	–	–	2	0
Marijuana	–	–	2	0
<i>None of the above</i>	–	–	77	88
<i>Any of the above</i>	–	–	23	12

Question ES A.56-58: Have you ever drunk beer, wine, or other alcohol?... Have you ever sniffed something through your nose to get “high?”... Have you ever smoked any marijuana (pot, grass, weed)?

Note: Cells are empty if there are less than 25 respondents.

Table A9.2

Perception of Health Risk of Alcohol and Marijuana Use

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
Alcohol				
No, not bad	–	–	6	6
Yes, a little bad	–	–	73	29
Yes, very bad	–	–	21	65
Marijuana				
No, not bad	–	–	4	2
Yes, a little bad	–	–	4	8
Yes, very bad	–	–	57	77
I don’t know what marijuana is	–	–	34	13

Question ES A.60, 61: Do you think drinking alcohol (beer, wine, liquor) is bad for a person’s health?... Do you think using marijuana (pot, grass, weed) is bad for a persons health?

Note: Cells are empty if there are less than 25 respondents.

10. Tobacco Use

Table A10.1

Use of Cigarettes and E-Cigarettes, Lifetime

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
Ever smoked a cigarette	–	–	2	2
Part of a cigarette, like one or two puffs	–	–	2	2
A whole cigarette	–	–	0	0
Ever used an electronic cigarette	–	–	4	0

Question ES A.54, 55: Have you ever smoked a cigarette?... Have you ever used an electronic cigarette, e-cigarette, or other vaping device such as e-hookah, hookah pens, or vape pens?

Note: Cells are empty if there are less than 25 respondents.

Table A10.2

Perception of Health Risk of Cigarette Smoking

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
No, not bad	–	–	0	2
Yes, a little bad	–	–	4	0
Yes, very bad	–	–	96	98

Question ES A.59: Do you think smoking cigarettes is bad for a person's health?

Note: Cells are empty if there are less than 25 respondents.

11. Physical Health

Table A11.1

Breakfast Consumption

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
No	–	–	15	20
Yes	–	–	85	80

Question ES A.5: Did you eat breakfast this morning?

Note: Cells are empty if there are less than 25 respondents.

Table A11.2

Body Image

	Grade 3	Grade 4	Grade 5	Grade 6
	%	%	%	%
Ever been teased about your body at school				
No	–	–	58	71
Yes	–	–	42	29

Question ES A.53: Have other kids at school ever teased you about what your body looks like?

Note: Cells are empty if there are less than 25 respondents.

12. Gender Breakdowns

Table A12.1

School Developmental Supports, Connectedness, and Academic Motivation by Gender

Percent of Students Scoring High	Grade 3		Grade 4		Grade 5		Grade 6	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
<i>School Environment</i>								
Total school supports	—	—	—	—			64	
Caring adults in school	—	—	—	—	54		80	
High expectations-adults in school	—	—	—	—	48		70	
Meaningful participation at school	—	—	—	—			13	
<i>School Connectedness</i>	—	—	—	—	50		82	
<i>Academic Motivation</i>	—	—	—	—	44		48	

Note: Cells are empty if there are less than 25 respondents.

Table A12.2

Student Positive Behavior by Gender

	Grade 3		Grade 4		Grade 5		Grade 6	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
Follow classroom rules ^A	—	—	—	—			97	
Listen when teacher is talking ^A	—	—	—	—	92		94	
Nice to other students ^A	—	—	—	—	92		97	

Notes: Cells are empty if there are less than 25 respondents.

^ACombines “Most of the time,” and “All of the time.”

Table A12.3
School Safety-Related Indicators by Gender

	Grade 3		Grade 4		Grade 5		Grade 6	
	Female	Male	Female	Male	Female	Male	Female	Male
	%	%	%	%	%	%	%	%
<i>Been Harassed on School Property^A</i>								
Been hit or pushed	—	—	—	—	32		25	
Mean rumors spread about you	—	—	—	—	64		30	
Been called bad names/mean jokes made about you	—	—	—	—	60		39	
Feels safe at school most/all of the time	—	—	—	—	92		91	

Notes: Cells are empty if there are less than 25 respondents.

^A*Combines “Some of the time,” “Most of the time,” and “All of the time.”*

Table A12.4
Selected Alcohol and Drug Use Measures by Gender

	Grade 3		Grade 4		Grade 5		Grade 6	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
Lifetime AOD Use								
Alcohol, one or two sips	—	—	—	—	12		9	
Alcohol, a full glass	—	—	—	—	4		0	
Inhalants (to get high)	—	—	—	—	4		0	
Marijuana	—	—	—	—	4		0	
<i>Any of the above</i>	—	—	—	—	20		9	
Perceived Health Risk^A								
Alcohol	—	—	—	—	100		100	
Marijuana ^B	—	—	—	—			100	

Notes: Cells are empty if there are less than 25 respondents.

^A*Combines “A little bad” and “Very bad.”*

^B*Students who responded that they didn’t know what marijuana was were excluded from calculation.*

Table A12.5
Selected Tobacco Measures by Gender

	Grade 3		Grade 4		Grade 5		Grade 6	
	Female %	Male %	Female %	Male %	Female %	Male %	Female %	Male %
Ever smoked a cigarette	—	—	—	—	4		0	
Part of a cigarette, like one or two puffs	—	—	—	—	4		0	
A whole cigarette	—	—	—	—	0		0	
Electronic cigarette	—	—	—	—	8		0	
Perceived health risk of cigarette smoking ^A	—	—	—	—	100		100	

Notes: Cells are empty if there are less than 25 respondents.

^A*Combines “A little bad” and “Very bad.”*

AGENDA ITEM 8.0

Consent

President Script:

The following is the consent agenda. In accordance with law, the public has a right to comment on any consent item.

Consent Items

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. (*Board Bylaw 9322*)

.1 Meeting Minutes (*BB 9324*)

Regular Meeting of June 16, 2016

The Board will take action to approve the Minutes.

.2 Warrants (*BP 3314*)

The Board will take action to approve the expenditures.

.3 Personnel

Hiring

N. Albert, Library Tech Assistant, 6.0 hours per day, effective 2016-17 school year

B. Bilyeu, Teacher—PE, .50 FTE, effective 2016-17 school year

A. Brandt, Teacher, 1.0 FTE, effective 2016-17 school year

C. Bruns, BTSA Support Provider, effective 2016-17 school year

A. Butler, Athletic Coach: Cross Country, effective 2016-17 school year

G. Cain, Instructor: Enrichment (GT Drumline), effective 2016-17 school year

C. Fanning, Teacher Associate, 4.25 hours per day, effective 2016-17 school year

J. Fulton, Teacher Associate, 5.0 hours per day, effective 2016-17 school year

A. Garcia, BTSA Support Provider, effective 2016-17 school year

M. Justus, Teacher, 1.0 FTE, effective 2016-17 school year

G. Matyac, Playground Monitor, 1.25 hours per day, effective 2016-17 school year

G. Matyac, Classroom Aide—PE, 2.75 hours per day, effective 2016-17 school year

J. Molinari, Teacher—Math, .80 FTE, effective 2016-17 school year

J. Perez, Advisor: CJSF, effective 2016-17 school year

J. Perez, BTSA Support Provider, effective 2016-17 school year

N. Pifferini, Teacher Associate, 6.0 hours per day, effective 2016-17 school year

Resignation

N. Albert, Playground Monitor, 1.0 hours per day, effective June 21, 2016

N. Albert, Classroom Aide, 5.0 hours per day, effective June 21, 2016

C. Fanning, Playground Monitor, .25 hours per day, effective June 27, 2016

J. Fulton, Classroom Aide, 4.5 hours per day, effective June 15, 2016

.4 Approval of Recommendation for Administrative Members to Peer Assistance Review (PAR) Panel

The Board will take action to approve the panel as presented.

.5 Approval of District Representatives to Employee Negotiations

The Board will take action to approve the representatives as presented.

.6 Williams Act Uniform Complaint Procedures Quarterly Report

The Board will accept the report as presented.

Gold Trail Union School District
Supplemental Information
Regular Meeting of the Board: August 4, 2016

- .7 Contract for Services: Action Nursing 2016-17**
The Board will approve the contract for contingency medical services.
- .8 Proposition 39 Energy Update and Documentation**
The Board will approve the updated information.

President Script:

Do any members of the audience wish to address or comment any of these items?

PULL (If Applicable)

NOTES

<i>ACTION</i>	<i>Moved</i>	<i>Seconded</i>		
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>				
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>

AGENDA ITEM
Consent

8.1 Meeting Minutes (Board Bylaw 9324)

BACKGROUND

Minutes of prior Board meetings are included for review and approval.

ATTACHMENTS

- **Minutes of Regular Meeting of June 16, 2016**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

Approve the minutes.

NOTES

If pulled from Consent

<i>ACTION</i>	<i>Moved</i>	<i>Seconded</i>		
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>				
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>

Gold Trail Union School District



BOARD OF TRUSTEES

Regular and Closed Session Meeting

Thursday, June 16, 2016

OPEN AND CLOSED SESSION MINUTES

District Office
1575 Old Ranch Road
Placerville, CA 95667
1.530.626.3194
Fax 1.530.626.3199
Joe Murchison
Superintendent

Board of Trustees
Daryl Lander
President
Sue Hennike
Clerk
Janet Barbieri
Julie Bauer
Gary Ritz

Sutter's Mill School (K-3)
4801 Luneman Road
Placerville, CA 95667
1.530.626.2591
Fax 1.530.626.3199
Joe Murchison
Superintendent/Principal

Gold Trail School (4-8)
889 Cold Springs Road
Placerville, CA 95667
1.530.626.2595
Fax 1.530.626.3289
Scott Lyons
Principal

*An Equal Opportunity
Employer*

1. CALL TO ORDER

The meeting was called to order in the Gold Trail School Library by D. Lander, president, at 6:02 p.m.

Members present: J. Barbieri, J. Bauer, S. Hennike, D. Lander and G. Ritz

Members absent: None

2. PUBLIC SESSION

D. Lander, president, led the flag salute.

3. ACTION ITEM: Adoption of Agenda

MOTION WAS MADE by G. Ritz and duly seconded by J. Bauer adopt the agenda with no changes, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander and G. Ritz

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

4. OPEN HEARING

The Board president solicited comments in accordance with the Brown Act and Open Meeting laws. No one addressed the Board.

5. PUBLIC HEARING: Textbook Adoption – English Language Arts

A public hearing was held to allow public comment on the proposed textbook adoptions. No one addressed the Board.

6. PUBLIC HEARING: Adopt Certain Findings Prerequisite to Award of Energy Service Contract Under Government Code Sections 4217.10-4217.18

A public hearing was held to allow public comment on the proposed resolution making certain findings required for approval of an energy services agreement (ESA) between Gold Trail Union School District and Energy Based Solutions for the implementation of energy conservation services. No one addressed the Board.

7. RECOGNITION:

The Board recognized M. and M. Barsotti for their generous donation to the Gold Trail Union School District technology program.

8. REPORT: Program Evaluations

J. Murchison, superintendent, reported on various educational and enrichment programs offered throughout the District (*BP 0500*).

9. REPORT: Suspension and/or Expulsion in District Schools

J. Murchison, superintendent, reported on the use of suspension and/or expulsion in district schools. (*BP 5144.1*).

10. REPORT: 2015-16 Independent Study

J. Murchison, superintendent, brought forward the annual Independent Study report to the Board.

11. CONSENT ITEMS

.1 Meeting Minutes (*BB 9324*)

Regular Meeting of May 12, 2016

.2 Warrants (*BP 3314*)

.3 Personnel

Hiring

T. Aguilar, Instructor: Enrichment, Math Olympiad, effective 2016-17 school year

G. Cain, Coordinator: 8th grade activities, effective 2016-17 school year

G. Cain, Director: Honor Band, effective 2016-17 school year

G. Cain, Director: Jazz Band, effective 2016-17 school year

R. Carlton, Teacher: 1.0 FTE, effective August 8, 2016

D. Edney, Instructor: Tutorial, effective 2016-17 school year

D. Edney, Instructor: Enrichment, SAGE Map Contest, effective 2016-17 school year

D. Edney, Instructor: Enrichment, Spelling Bee (Grade 3), effective 2016-17 school year

D. Farrell, Advisor: Yearbook, effective 2016-17 school year

A. Garcia, Independent Study Administrator/Monitor, effective 2016-17 school year

D. Hornsby, Athletic Coach: Cross Country, effective 2016-17 school year

D. Hornsby, Teacher: Extended School Year, effective summer 2016

C. Jackson, Instructor: Tutorial, effective 2016-17 school year

M. Justus, Teacher: 1.0 FTE, effective August 8, 2016

K. Koenig, Instructor: Enrichment, Math Olympiad, effective 2016-17 school year

K. Koenig, Instructor: Tutorial, effective 2016-17 school year

D. Lulla, Webmaster, effective 2016-17 school year

S. Morgan, Advisor: Living History Junior Docents, effective 2016-17 school year

S. Morgan, Instructor: Enrichment, Spelling Bee (Grade 4), effective 2016-17 school year

K. Mulligan, BTSA Support Provider, effective 2016-17 school year

J. Nixon, Consultant: GATE, effective 2016-17 school year

J. Perez, Advisor: Student Activities, effective 2016-17 school year

J. Perez, Athletic Coach: Track, effective 2016-17 school year

J. Perez, Director: Athletic, effective 2016-17 school year

B. Poulsen, Teacher 1.0 FTE, effective August 8, 2016

C. Romig, Instructor: Enrichment, SAGE Map Contest, effective 2016-17 school year

C. Romig, Instructor: Enrichment, Odyssey of the Mind Coordinator, effective 2016-17 school year
C. Swaney, BTSA Support Provider, effective 2016-17 school year
B. Wagner, BTSA Support Provider, effective 2016-17 school year
Y. Yates, Instructor: Tutorial (Friday School), effective 2016-17 school year
A. Yost, Athletic Coach: Cross Country, effective 2016-17 school year
A. Yost, Instructor: Enrichment, Spelling Bee (Grades 7/8), effective 2016-17 school year
A. Yost, Instructor: Tutorial, effective 2016-17 school year

Resignation

B. Bockie, Classroom Aide (PE), 2.0 hours per day, effective June 3, 2016
B. Bockie, Playground Monitor, 2.5 hours/day, effective June 3, 2016
B. Poulsen, Library Tech Assistant, 6.0 hours per day, effective June 30, 2016

Rescind Notice of Layoff

N. Albert, Classroom Aide, .63 FTE, effective May 26, 2016
M. Dodson, Medically Fragile Aide, .78 FTE, effective June 6, 2016
J. Fulton, Classroom Aide, .56 FTE, effective May 26, 2016

.4 Memorandum of Understanding Re: Library Services

.5 Consolidated Application and Reporting System (CARS) Spring 2016 Data Collection

.6 Confidential National School Lunch Program Data Sharing for CalFresh Enrollment

.7 2016-17 El Dorado County Office of Education Agreement for County School Services to School District.

MOTION WAS MADE by S. Hennike and duly seconded by D. Lander to approve the consent agenda with no changes, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

12. ACTION ITEM: 2016-17 Local Control Accountability Plan (LCAP) Update Adoption

MOTION WAS MADE by G. Ritz and duly seconded by J. Bauer to adopt LCAP the update, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

13. ACTION ITEM: 2016-17 Budget Adoption

MOTION WAS MADE by S. Hennike and duly seconded by J. Barbieri to adopt the 2016-17 Budget, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

- 14. ACTION ITEM: Textbook Adoption—English Language Arts**
Grade K-5: Benchmark Advance, Step Up To Literacy
Grade 6-8: McGraw Hill Education, California StudySync
MOTION WAS MADE by G. Ritz and duly seconded by J. Bauer to adopt the instructional materials, and the vote was as follows:
AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz
NOES: None
ABSENCES: None
ABSTENSIONS: None MOTION CARRIED
- 15. ACTION ITEM: 2016-17 Home to School Transportation Fees**
MOTION WAS MADE by J. Bauer and duly seconded by J. Barbieri to adopt the fee schedule, and the vote was as follows:
AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz
NOES: None
ABSENCES: None
ABSTENSIONS: None MOTION CARRIED
- 16. ACTION ITEM: 2016-17 Transportation Vehicle Maintenance Agreement with Buckeye Union School District**
MOTION WAS MADE by G. Ritz and duly seconded by D. Lander to approve the agreement, and the vote was as follows:
AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz
NOES: None
ABSENCES: None
ABSTENSIONS: None MOTION CARRIED
- 17. ACTION ITEM: Superintendent’s Employment Agreement: J. Murchison**
MOTION WAS MADE by J. Barbieri and duly seconded by G. Ritz to approve the agreement, and the vote was as follows:
AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz
NOES: None
ABSENCES: None
ABSTENSIONS: None MOTION CARRIED
- 18. ACTION ITEM: Administrative Regulation 3452.1, Student Activities/Trips**
MOTION WAS MADE by G. Ritz and duly seconded by S. Hennike to change the wording under Field Trip Accounts Practices, 1.0, to read “Parents will be asked on behalf of the students to make a monetary donation for field trips”, and the vote was as follows:
AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz
NOES: None
ABSENCES: None
ABSTENSIONS: None MOTION CARRIED

19. ACTION ITEM: Resolution 2015-16: 06-01, Resolution to approve agreement for energy conservation services between Gold Trail Union School District and Energy Based Solutions.

MOTION WAS MADE by D. Lander and duly seconded by G. Ritz to approve the resolution, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

20. ACTION ITEM: Resolution 2015-16: 06-02, Resolution to approve the California Environmental Quality Act (CEQA) exemption for an energy conservation facilities project.

MOTION WAS MADE by G. Ritz and duly seconded by D. Lander to adopt the resolution, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

21. DISCUSSION ITEM: Administrative Reports

The Board members and administration reported on District activities.

22. CLOSED SESSION OPEN HEARING

No one addressed the Board.

23. CLOSED SESSION

The Board adjourned to Closed Session at 7:50 p.m.

Closed Session attendants: Board Members and J. Murchison, superintendent.

24. PERSONNEL

.1 Public Employee Performance Evaluation

Title: Superintendent The Board conducted the annual superintendent evaluation. (BP 2140).

25. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE

The Board reconvened Public Session at 8:20 p.m. The Board and J. Murchison, superintendent, discussed the superintendent's annual evaluation.

26. FUTURE REGULAR MEETING SCHEDULE

Date: Thursday, August 11, 2016 Time: 6:00 p.m. Location: Gold Trail Library

Agenda Items for that meeting may include but are not limited to:

Board Policies, Administrative Regulations and Board Bylaws Updates

Classroom Teacher Assignments (Annual)

District Representative to Employee Negotiations (Annual)

Food Services Report (Prior Year—Annual)

NPS Services Contracts (including nursing services), if applicable

Personnel Hiring

Resolution: Sufficient Textbook and Instructional Materials (PH)

Williams Act Uniform Complaint Procedures Quarterly Report

There being no further business to come before the Board, MOTION WAS MADE by D. Lander and duly seconded by S. Hennike and carried to adjourn the meeting 8:21 p.m. and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, D. Lander, G. Ritz

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

D. Lander, President

J. Murchison, Secretary

AGENDA ITEM

Consent

8.2 Warrants (Board Policy 3314)

BACKGROUND

The warrants are included for Board review and approval.

ATTACHMENTS

➤ **Warrants**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

All warrants are within the adopted budget and/or approved expenditures.

RECOMMENDATION

Approve the warrants.

NOTES

If pulled from Consent

<i>ACTION</i>	<i>Moved</i>	<i>Seconded</i>		
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>				
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/10/2016

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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6035 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80520111	101625/	TERRY AGUILAR													
		PV-160644		01	0000	0	4300	1110	1000	003	0105	00	000	5TH GR SONORA FIELD TRIP	70.78
				01	0000	0	4300	1110	1000	003	0300	53	000	CLASSROOM SUPPLIES	153.07
														WARRANT TOTAL	\$223.85
80520112	081546/	KATHLEEN AYRE													
		PV-160645		01	0000	0	4300	1110	1000	002	0200	00	000	KINDER PROJECTS/	75.88
				01	0000	0	4300	1110	1000	002	0300	51	000	CLASSROOM SUPPLIES	164.36
				01	0000	0	4300	1110	1000	002	0300	51	000	CLASSROOM SUPPLIES	29.94
				01	0600	0	4300	1110	1000	002	0000	00	000	KINDER DAILY 5 SUPPLIES	130.02
														WARRANT TOTAL	\$400.20
80520113	101813/	STEPHANIE BECK													
		PV-160646		01	0000	0	4300	1110	1000	003	0108	00	000	8TH GR GRAD NIGHT EXPS	48.90
														WARRANT TOTAL	\$48.90
80520114	101772/	APRIL BRANDT													
		PV-160647		01	0000	0	4300	1110	1000	002	0300	51	000	UNBIRTHDAY PARTY SUPPLIES	55.47
				01	0600	0	4300	1110	1000	002	0000	00	000	DAILY 5 SUPPLIES	242.62
				01	0600	0	4300	1110	1000	002	0000	00	000	MATH CURRICULUM	105.85
														WARRANT TOTAL	\$403.94
80520115	007489/	GLEN CAIN													
		PV-160648		01	0000	0	4300	1110	1000	003	0201	00	000	INSTRUMENTS FOR MUSIC PROGRAM	5,275.45
				01	0000	0	5835	1110	1000	003	0108	00	000	EXPLORATORIUM 8TH GR SF FT	425.00
														WARRANT TOTAL	\$5,700.45
80520116	101393/	SUE CUPLER													
		PV-160649		01	0000	0	4300	0000	3600	000	0000	00	000	TRANSPORTATION SUPPLIES	17.36
														WARRANT TOTAL	\$17.36
80520117	101817/	VANESSA DENSMORE													
		PV-160650		01	0000	0	4300	0000	3600	000	0000	00	000	TRANSPORTATION SUPPLIES	21.30

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EL DORADO COUNTY OFFICE OF EDUCATION
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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6035 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL															\$21.30
80520118	101642/	MAUREEN DODSON													
		PV-160651				01-0000-0-5210-0000-3140-000-0000-00-000								MED AIDE MILEAGE MAY 2016	28.24
						01-0000-0-5210-0000-3140-000-0000-00-000								MED AIDE MILEAGE JUNE 2016	3.89
						01-0000-0-9598-0000-0000-000-0000-00-000								REPLACE LOST MILEAGE CHECK	10.37
						WARRANT TOTAL									\$42.50
80520119	021726/	ROBYN DUKES													
		PV-160652				01-0000-0-4300-1110-1000-002-0300-51-000								CLASSROOM SUPPLIES	130.07
						01-0600-0-4300-1110-1000-002-0000-00-000								DAILY 5 CLASSROOM SUPPLIES	41.89
						WARRANT TOTAL									\$171.96
80520120	000738/	EL DORADO DISPOSAL													
		PV-160653				01-0000-0-5560-0000-8100-002-0000-00-000								172249604 SM	619.93
						01-0000-0-5560-0000-8100-003-0000-00-000								172249604 GT	610.80
						WARRANT TOTAL									\$1,230.73
80520121	100422/	SUE FADEL													
		PV-160654				01-6500-0-5210-5770-1120-000-0000-00-000								MILEAGE MAY 2016	23.76
						WARRANT TOTAL									\$23.76
80520122	101348/	DAN FARRELL													
		PV-160655				01-0000-0-4300-0000-3600-000-0000-00-000								TRANSPORTATION SUPPLIES	155.77
						WARRANT TOTAL									\$155.77
80520123	101809/	DANIEL FRY-SHAW													
		PV-160656				13-5310-0-8634-0000-0000-003-0000-00-000								REFUND 8TH GR STU CAFE ACCT	191.50
						WARRANT TOTAL									\$191.50
80520124	100616/	MARTA HARRIS													
		PV-160657				01-6500-0-5210-5770-1120-000-0000-00-000								SP ED MILEAGE MAY 2016	77.76
						WARRANT TOTAL									\$77.76
80520125	101087/	CARINA JACKSON													
		PV-160658				01-0000-0-4300-1110-1000-003-0000-00-000								FLASH PRESENTATION SUPPLIES	78.33

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6035 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	DEPOSIT TYPE GOAL FUNC LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL														\$78.33
80520126	101816/	JANE-MARIE JONES												
		PV-160659		01	0000	0	4300	1110-1000-003	0600	00	000		EXPLORER ENRCHMT SUPPLIES	99.98
													WARRANT TOTAL	\$99.98
80520127	101581/	DALE KASNIC												
		PV-160660		01	0000	0	4300	1110-1000-003	0600	00	000		OOTM SUPPLIES	128.82
				01	0000	0	5210	1110-1000-003	0600	00	000		OOTM TRAVEL SUPPLIES	68.00
													WARRANT TOTAL	\$196.82
80520128	101565/	LISA KRAMER												
		PV-160661		01	0000	0	4300	0000-7200-000	0000	00	000		MANAGEMENT MTG SUPPLIES	25.35
													WARRANT TOTAL	\$25.35
80520129	101812/	DEANNA MALONEY												
		PV-160662		01	0000	0	4300	1110-1000-003	0108	00	000		8TH GR GRAD NIGHT EXPENSES	62.89
													WARRANT TOTAL	\$62.89
80520130	082690/	DEBBI MATYAC												
		PV-160663		01	0000	0	4300	1110-1000-002	0300	51	000		CLASSROOM SUPPLIES	667.12
				01	0000	0	4300	1110-1000-002	0300	51	000		CLASSROOM SUPPLIES	49.98
				01	0000	0	4300	1110-1000-002	0467	00	000		KINDER CLASS STARTUP SUPPLIES	312.84
				01	0000	0	4300	1110-1000-002	0467	00	000		KINDER CLASS STARTUP SUPPLIES	117.59
				01	0600	0	4300	1110-1000-002	0000	00	000		KINDER DAILY 5 SUPPLIES	130.28
													WARRANT TOTAL	\$1,277.81
80520131	101811/	JAMIE MC LEOD												
		PV-160664		01	0000	0	5800	1110-1000-003	0108	00	000		REIMB FOR 8TH GR DANCE DJ	300.00
													WARRANT TOTAL	\$300.00
80520132	100834/	MARGARET MOORE												
		PV-160665		01	0000	0	4300	0000-3140-000	0000	00	000		NURSE SUPPLIES	48.95
				01	0000	0	5210	0000-3140-000	0000	00	000		NURSE MILEAGE MAY 2016	15.12

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EL DORADO COUNTY OFFICE OF EDUCATION
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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6035 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
							01-0000-0-5210-0000-3140-000-0000-00-000							NURSE MILEAGE JUNE 2016	2.16
							WARRANT TOTAL								\$66.23
80520133	101623/	KATY MULLIGAN													
		PV-160666					01-0000-0-4300-1110-1000-003-0300-71-000							CLASSROOM SUPPLIES	334.28
							WARRANT TOTAL								\$334.28
80520134	003202/	JOE MURCHISON													
		PV-160667					01-0000-0-5210-0000-7100-000-0000-00-000							MILEAGE MAY 2016	118.15
							01-0000-0-6200-0000-8500-003-0482-00-000							WINJE WING REMODEL SUPPLIES	99.45
							WARRANT TOTAL								\$217.60
80520135	021298/	THERESA ORIO													
		PV-160668					01-0000-0-4300-0000-7100-000-0000-00-000							END OF YEAR STAFF APPRECIATION	226.98
							01-0000-0-5210-0000-7100-000-0000-00-000							MILEAGE APRIL 2016	8.96
							01-0000-0-5210-0000-7100-000-0000-00-000							MILEAGE MAY 2016	22.36
							WARRANT TOTAL								\$258.30
80520136	000232/	PACIFIC GAS & ELECTRIC COMPANY													
		PV-160669					01-0000-0-5540-0000-8100-000-0000-00-000							0991367996-6 EXT DAY	177.04
							01-0000-0-5540-0000-8100-002-0000-00-000							0991367996-6 SM	3,998.44
							01-0000-0-5540-0000-8100-003-0000-00-000							0991367996-6 GT	4,580.13
							WARRANT TOTAL								\$8,755.61
80520137	081131/	PITNEY BOWES													
		PV-160670					01-0000-0-5902-0000-2700-000-0000-00-000							ACCT #18005942 REFILL METER	600.00
							WARRANT TOTAL								\$600.00
80520138	100364/	PLACERVILLE POLARIS INC													
		PV-160671					01-0000-0-4300-0000-8100-003-0000-00-000							20250 GT WEEDEATER SUPPLIES	41.02
							WARRANT TOTAL								\$41.02
80520139	007927/	PLATT ELECTRIC SUPPLY INC													
		PV-160672					01-0000-0-4300-1110-1000-002-0460-00-000							J409497 SM HABITAT WTR FEATURE	24.38

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EL DORADO COUNTY OFFICE OF EDUCATION
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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6035 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	DEPOSIT TYPE GOAL FUNC LC1 LOC2 L3 SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL										\$24.38
80520140	100846/	WENDY SCARLETT								
		PV-160673					01-0000-0-4300-0000-7200-000-0000-00-000		D O SUPPLIES	171.76
							01-6264-0-5200-1110-1000-002-0000-00-000		MOT CONF SUPPLIES	9.81
WARRANT TOTAL										\$181.57
80520141	101681/	SCHOOL DUDE								
		165161 PO-160160	1.				01-0000-0-5875-0000-8100-000-1210-00-000		R-52056 RENEW MAINT PROGRAM	1,240.00
WARRANT TOTAL										\$1,240.00
80520142	101128/	SCHOOLS INSURANCE AUTHORITY								
		PV-160674					01-0000-0-3901-1110-1000-000-0000-00-000		DIST PD RET VISION - JUN 2016	41.40
							01-0000-0-9570-0000-0000-000-0000-00-000		EMP VISION - JUN 2016	1,487.16
							01-0000-0-9570-0000-0000-000-0000-00-000		RET VISION - JUN 2016	454.32
WARRANT TOTAL										\$1,982.88
80520143	101209/	SELF-INSURED SCHOOLS OF CALIF								
		PV-160675					01-0000-0-3901-1110-1000-000-0000-00-000		DIST PD RET MED - JUN 2016	1,174.60
							01-0000-0-3901-1110-1000-000-0000-00-000		DIST PD RET DENTAL - JUN 2016	150.00
							01-0000-0-9570-0000-0000-000-0000-00-000		EMP MED - JUN 2016	49,360.00
							01-0000-0-9570-0000-0000-000-0000-00-000		RET DENTAL - JUN 2016	1,847.00
							01-0000-0-9570-0000-0000-000-0000-00-000		RET MED - JUN 2016	4,213.40
							01-0000-0-9570-0000-0000-000-0000-00-000		EMP DENTAL - JUN 2016	6,600.00
WARRANT TOTAL										\$63,345.00
80520144	101598/	EDIE SMITH								
		PV-160676					01-0000-0-8699-0000-0000-003-0108-00-000		REF CHAPERONE SFO FIELD TRIP	100.00
WARRANT TOTAL										\$100.00
80520145	100580/	STAPLES ADVANTAGE								
		PO-163104	1.				01-0000-0-4300-1110-1000-000-0000-00-000		3300009883 DISTRICT PAPER	99.48
			1.				01-0000-0-4300-1110-1000-000-0000-00-000		3300009883 DISTRICT PAPER	744.85

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6035 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
		PO-163106	1.	01-0000-0-4300-1110-1000-003-0000-00-000											3300632015 GT KRAFT PAPER	50.71
			1.	01-0000-0-4300-1110-1000-003-0000-00-000											3301075554 GT KRAFT PAPER	166.96
		PO-163107	1.	01-0000-0-4300-1110-1000-002-0000-00-000											3301628283 SM KRAFT PAPER	100.11
		PO-163109	1.	01-0000-0-4300-0000-2700-003-0000-00-000											3302306103 GT PRINTER TONER	177.76
				WARRANT TOTAL												\$1,339.87
80520146	101479/	JENNA STIGALL														
		PV-160677		01-0000-0-4300-1110-1000-002-0300-59-000											CLASSROOM SUPPLIES	139.34
				WARRANT TOTAL												\$139.34
80520147	101169/	LORNA SUTHERLAND DELBRIDGE														
		PV-160678		13-5310-0-4300-0000-3700-000-0000-00-000											SM OVEN LIGHT BULBS	12.83
				WARRANT TOTAL												\$12.83
80520148	101814/	BRANDAN VADNER														
		PV-160679		01-0000-0-8699-0000-2420-002-0205-00-000											RET PYMT FOUND LOST BOOK	8.91
				WARRANT TOTAL												\$8.91
80520149	101700/	DEBORAH VALLADON-HORNSBY														
		PV-160680		01-0000-0-4300-1110-1000-003-0104-00-000											4TH GR SONORA FT PICTURES	140.13
				01-0000-0-4300-1110-1000-003-0300-75-000											CLASSROOM SUPPLIES	36.76
				01-0000-0-5210-1110-1000-003-0000-00-000											HOME/HOSPITAL MILEAGE	17.82
				WARRANT TOTAL												\$194.71
80520150	101400/	STACY VAN ZANT														
		PV-160681		01-0000-0-4300-1110-1000-003-0108-00-000											8TH GR GRAD NIGHT EXPENSES	43.54
				WARRANT TOTAL												\$43.54
80520151	100981/	VERIZON WIRELESS														
		PV-160682		01-0000-0-5901-0000-3140-000-1210-00-000											9766194518 NURSE	58.64
				01-0000-0-5901-0000-8100-000-1210-00-000											9766194518 MAINT	58.64
				01-5810-0-5901-0000-2700-002-1210-00-000											9766194518 SM	74.06
				01-5810-0-5901-0000-2700-003-1210-00-000											9766194518 GT	74.06

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6035 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT		
REQ#	REFERENCE	LN	FD	RESC	Y OBJT	GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION	AMOUNT

WARRANT TOTAL							\$265.40	
80520152	101027/	MICHELE WAGSTROM						
	PV-160683	01-0000-0-5210-0000-7200-000-0000-00-000					MILEAGE MAY 2016	43.74
WARRANT TOTAL							\$43.74	
*** BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	42	TOTAL AMOUNT OF CHECKS:		\$89,946.37*		
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*		
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*		
*** DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	42	TOTAL AMOUNT OF CHECKS:		\$89,946.37*		
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*		
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*		

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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6036 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80520692	100912/	BANK OF AMERICA				
		PV-160684	01-0000-0-4300-0000-2700-002-0000-00-000		PRINCIPAL MEET N GREET SUPPLY	52.52
			01-0000-0-4300-0000-2700-002-0000-00-000		STUDENT INCENTIVES	81.80
			01-0000-0-4300-0000-2700-002-0000-00-000		SM STAFF SUPPLIES	108.74
			01-0000-0-4300-0000-2700-003-0000-00-000		CJSF GRADUATION PINS	78.79
			01-0000-0-4300-0000-7100-000-0000-00-000		NEGOTIATIONS SUPPLIES	81.34
			01-0000-0-4300-0000-7100-000-0000-00-000		EMPLOYEE APPRECIATION	136.83
			01-0000-0-4300-0000-7100-000-0000-00-000		EMPLOYEE APPRECIATION	93.83
			01-0000-0-4300-0000-7200-000-0000-00-000		D O SUPPLIES	137.92
			01-0000-0-4300-0000-7200-000-0000-00-000		D O SUPPLIES	72.29
			01-0000-0-4300-0000-8100-000-0000-00-000		MAINT MEETING SUPPLIES	64.77
			01-0000-0-4300-0000-8100-002-0000-00-000		SM MAINTENANCE SUPPLIES	190.94
			01-0000-0-4300-0000-8100-002-0000-00-000		SM CAMPUS CLEANUP	90.72
			01-0000-0-4300-1110-1000-000-0000-00-000		PROPANE-ASB BBQ DANCE	23.79
			01-0000-0-4300-1110-1000-000-0000-00-000		ASB P A SPEAKER	429.99
			01-0000-0-4300-1110-1000-002-0460-00-000		SM HABITAT WATER FEATURE	217.82
			01-0000-0-4300-1110-1000-003-0600-00-000		SCIENCE ENRCHMNT CLS SUPPLIES	31.62
			01-0000-0-4370-1110-1000-003-0106-00-000		FUEL-YOSEMITE TRUCK RENTAL	89.52
			01-0000-0-5210-1110-1000-003-0106-00-000		DRVR LDGNG 15/16 YOSEMITE FT	2.54
			01-0000-0-5210-1110-1000-003-0106-00-000		DRVR LDGNG 16/17 YOSEMITE FT	769.17
			01-0000-0-5600-1110-1000-003-0106-00-000		YOSEMITE FT TRUCK RENTAL	640.20
			01-0000-0-5835-1110-1000-002-0100-00-000		SAC ZOO KINDER FT ADMISSION	797.50
			01-0000-0-5835-1110-1000-003-0111-00-000		MUSIC IN PARKS FT REG FEES	6,110.00
			01-0600-0-4300-1110-1000-002-0000-00-000		ELA CURRICULUM SUPPLIES	117.01

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
			01-6500-0-4300-5770-1120-000-0000-00-000	SP ED TESTING HEADPHONES		119.97
			01-6500-0-4300-5770-1120-000-0000-00-000	SP ED CURRICULUM CARRIER		23.31
			WARRANT TOTAL			\$10,562.93
80520693	010933/	WILLIAM BEVERIDGE				
		PV-160685	01-0000-0-4300-1110-1000-003-0300-63-000	CLASSROOM SUPPLIES		58.66
			01-6264-0-5200-1110-1000-003-0000-00-000	EDCOE CONF LUNCH		11.13
			WARRANT TOTAL			\$69.79
80520694	100542/	AMANDA BUTLER				
		PV-160686	01-0000-0-4300-1110-1000-002-0300-65-000	CLASSROOM SUPPLIES		135.17
			WARRANT TOTAL			\$135.17
80520695	000067/	CAROLINA BIOLOGICAL SUPPLY CO				
		PV-160687	01-0000-0-4300-1110-1000-003-0300-67-000	49508755 CLASSROOM SUPPLIES		26.87
			01-0000-0-4300-1110-1000-003-0300-67-000	49506903 CLASSROOM SUPPLIES		73.32
			01-0000-0-4300-1110-1000-003-0300-67-000	49508755 CLASSROOM SUPPLIES		5.50-
			WARRANT TOTAL			\$94.69
80520696	007886/	COLD CONTROL REFRIGERATION INC				
		PV-160688	13-5310-0-5600-0000-3700-000-0000-00-000	25714 SM FREEZER REPAIRS		125.00
			WARRANT TOTAL			\$125.00
80520697	011529/	THE DANIELSEN CO				
		165008 PO-160008	1. 13-5310-0-4700-0000-3700-000-0800-00-000	102624 LUNCH FOOD		1,908.68
		165008	2. 13-5310-0-4700-0000-3700-000-0801-00-000	102624 BREAKFAST FOOD		710.75
		165008	3. 13-5310-0-4700-0000-3700-000-0802-00-000	102624 ALA CARTE FOOD		40.99
			WARRANT TOTAL			\$2,660.42
80520698	100999/	DAWSON OIL COMPANY				
		165005 PO-160005	1. 01-0000-0-4370-0000-3600-000-0000-00-000	73191 BUS FUEL MAY 2016		2,012.12
			WARRANT TOTAL			\$2,012.12
80520699	009873/	KEVEN DUNN				
		PV-160689	01-0000-0-4300-1110-1000-002-0300-90-000	P E SUPPLIES		426.36

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
							01-0000-0-5210-1110-1000-000-0000-00-000							MILEAGE JAN 2016	32.40
							01-0000-0-5210-1110-1000-000-0000-00-000							MILEAGE FEB 2016	41.04
							01-0000-0-5210-1110-1000-000-0000-00-000							MILEAGE MAR 2016	36.72
							01-0000-0-5210-1110-1000-000-0000-00-000							MILEAGE APR 2016	43.20
							01-0000-0-5210-1110-1000-000-0000-00-000							MILEAGE MAY 2016	41.04
							01-0000-0-5210-1110-1000-000-0000-00-000							MILEAGE JUN 2016	4.32
							WARRANT TOTAL								\$625.08
80520700	101554/	BARBARA DYER													
		PV-160690					01-0000-0-4300-1110-1000-002-0300-61-000							CLASSROOM SUPPLIES	140.26
							WARRANT TOTAL								\$140.26
80520701	100422/	SUE FADEL													
		PV-160691					01-0600-0-4300-1110-1000-000-0000-00-000							BEHAVIOR SUPPLIES	64.76
							13-5310-0-4300-0000-3700-000-0000-00-000							CAFE SUPPLIES	22.53
							WARRANT TOTAL								\$87.29
80520702	101346/	FERRELLGAS													
		PV-160692					01-0000-0-5530-0000-8100-000-0000-00-000							1091802555 EXT DAY	55.12
							01-0000-0-5530-0000-8100-002-0000-00-000							RNT6423819 SM TANK RENTAL	1.00
							WARRANT TOTAL								\$56.12
80520703	101115/	AMBER GARCIA													
		PV-160693					01-0000-0-4300-1110-1000-003-0300-67-000							CLASSROOM SUPPLIES	33.81
							WARRANT TOTAL								\$33.81
80520704	100356/	GOLD TRAIL FEDERATION OF													
		PV-160694					01-0000-0-9573-0000-0000-000-0000-00-000							AFT DUES MAY 2016	3,200.29
							WARRANT TOTAL								\$3,200.29
80520705	101683/	SIERRA GRIFFIN													
		PV-160695					01-0000-0-4300-1110-1000-002-0300-68-000							CLASSROOM SUPPLIES	34.37
							01-0000-0-4300-1110-1000-002-0300-68-000							CLASSROOM SUPPLIES	18.00

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT	GOAL FUNC LC1 LOC2 L3 SCH	ABA NUM DESCRIPTION	ACCOUNT NUM	AMOUNT
WARRANT TOTAL							\$52.37
80520706	100616/	MARTA HARRIS					
		PV-160696	01-0000-0-4300-5770-1120-002-0300-64-000		CLASSROOM SUPPLIES		110.97
			01-0000-0-4300-5770-1120-002-0300-64-000		CLASSROOM SUPPLIES		19.47
			WARRANT TOTAL				\$130.44
80520707	101669/	STEPHEN HODGES					
	165037	PO-160037	1. 01-0000-0-3901-1110-1000-000-0000-00-000		MONTHLY PAYMENT FINAL		1,000.00
			WARRANT TOTAL				\$1,000.00
80520708	101149/	MARY JAMES					
		PV-160697	01-0000-0-4300-1110-1000-002-0300-56-000		CLASSROOM SUPPLIES		76.64
			WARRANT TOTAL				\$76.64
80520709	101790/	REBECCA KALDUNSKI					
		PV-160698	01-0000-0-5210-1110-1000-003-0600-00-000		OOTM EXPENSES		124.17
			WARRANT TOTAL				\$124.17
80520710	101819/	KATHERINE KLEIN					
		PV-160699	01-0000-0-4300-1110-1000-003-0108-00-000		GRAD NIGHT EXPENSES		56.16
			WARRANT TOTAL				\$56.16
80520711	101691/	KERRY KOENIG					
		PV-160700	01-0000-0-4300-1110-1000-003-0300-71-000		CLASSROOM SUPPLIES		38.64
			01-1100-0-4300-1110-1000-003-0000-00-000		MATH CURRICULUM SUPPLIES		45.81
			WARRANT TOTAL				\$84.45
80520712	101314/	LEGALSHIELD					
		PV-160701	01-0000-0-9576-0000-0000-000-0000-00-000		0126086 MAY 2016		51.80
			WARRANT TOTAL				\$51.80
80520713	101820/	MELISSA LENDL					
		PV-160702	01-0000-0-4300-1110-1000-003-0108-00-000		GRAD NIGHT EXPENSES		61.97
			WARRANT TOTAL				\$61.97
80520714	101233/	MCGRRAW-HILL SCHOOL EDUCATION					
	165072	PO-160074	1. 01-5810-0-5875-1110-1000-003-1210-00-000		92176061001 ALEK MATH		22.50

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
WARRANT TOTAL						\$22.50
80520715	101623/	KATY MULLIGAN				
		PV-160703	01-0000-0-4300-0000-8100-003-0000-00-000	CLASSROOM PAINT		82.60
			WARRANT TOTAL			\$82.60
80520716	101651/	MYBINDING.COM				
		PO-163113	1. 01-0000-0-4300-1110-1000-002-0000-00-000	100573836 SM LAMINATING FILM		490.41
			WARRANT TOTAL			\$490.41
80520717	101818/	TOM PAGAN				
		PV-160704	01-0000-0-4300-1110-1000-003-0104-00-000	PIONEER DAYS SUPPLIES		29.41
			WARRANT TOTAL			\$29.41
80520718	000692/	PARTY ROYAL				
	165153	PO-160153	1. 01-0000-0-5600-0000-2700-003-0000-00-000	52999 GT GRADUATION CHAIR RNTL		655.00
			WARRANT TOTAL			\$655.00
80520719	100735/	RIEBES AUTO PARTS				
		PV-160705	01-0000-0-4300-0000-3600-000-0000-00-000	876316 TRANSPORTATION SUPPLIES		19.42
			WARRANT TOTAL			\$19.42
80520720	101653/	RIMROCK WATER COMPANY				
		PV-160706	01-0000-0-4300-0000-2700-002-0000-00-000	CLASSROOM WATER SM		586.54
			01-0000-0-4300-0000-2700-003-0000-00-000	CLASSROOM WATER GT		586.53
			WARRANT TOTAL			\$1,173.07
80520721	023212/	SHELL FLEET MANAGEMENT				
		PV-160707	01-0000-0-4370-0000-3600-000-0000-00-000	8000061765 TRANSP FUEL		19.68
			01-9022-0-4370-0000-3600-000-0000-00-000	8000061765 MV HTS CAR FUEL		39.35
			13-5310-0-4370-0000-3700-000-0000-00-000	8000061765 CAFE VAN FUEL		19.68
			WARRANT TOTAL			\$78.71
80520722	101586/	JILL ST CLAIR				
		PV-160708	01-0000-0-4300-1110-1000-003-0108-00-000	GRAD NIGHT EXPENSES		227.04
			WARRANT TOTAL			\$227.04

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80520723	101808/	KATHERINE THEISEN				
		PV-160709	01-0000-0-8699-0000-0000-003-0108-00-000		REF 8TH GR SFO FIELD TRIP	85.00
			WARRANT TOTAL			\$85.00
80520724	101700/	DEBORAH VALLADON-HORNSBY				
		PV-160710	01-0000-0-4300-1110-1000-003-0104-00-000		4TH GR PIONEER SUPPLIES	111.05
			WARRANT TOTAL			\$111.05
80520725	101636/	AMY YOST				
		PV-160711	01-0000-0-4300-1110-1000-003-0600-00-000		SPELLING BEE SUPPLIES	25.36
			WARRANT TOTAL			\$25.36
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	34	TOTAL AMOUNT OF CHECKS:	\$24,440.54*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	34	TOTAL AMOUNT OF CHECKS:	\$24,440.54*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80521429	000623/	ARNOLDS FOR AWARDS														
	165168	PO-160168	1.	01-0000-0-4300-0000-2700-003-0000-00-000										74144	GT GRADUATION AWARDS	479.24
																\$479.24
80521430	100716/	AT&T														
		PV-160712		01-0000-0-5901-0000-2700-003-1210-00-000										8133587	GT	68.03
				01-0000-0-5901-0000-7200-000-1210-00-000										8133584	PRI	257.25
				01-0000-0-5901-0000-7200-000-1210-00-000										8133585	ALARM LINES	23.08
				01-0000-0-5901-0000-7200-000-1210-00-000										8133586	D O	57.73
																\$406.09
80521431	101458/	JANET S BARBIERI														
		PV-160713		01-0000-0-9598-0000-0000-000-0000-00-000											REPLACE LOST P/R CHECK	110.82
				01-0000-0-9598-0000-0000-000-0000-00-000											REPLACE LOST A/P CHECK	110.82
																\$221.64
80521432	020776/	CAROLYN BRUNTS														
		PV-160720		01-0000-0-4300-1110-1000-002-0300-52-000											CLASSROOM SUPPLIES	174.10
																\$174.10
80521433	007489/	GLEN CAIN														
		PV-160714		01-6264-0-5200-1110-1000-003-0201-00-000											MUSIC ED CONFERENCE	199.00
																\$199.00
80521434	101412/	CALSTRS/JEM														
		PV-160715		01-0000-0-5800-0000-7200-000-0000-00-000										148836	ADMIN FEES MAY 2016	26.00
																\$26.00
80521435	100254/	CAMINO OUTDOOR POWER														
		PV-160716		01-0000-0-4300-0000-8100-003-0000-00-000										122869	GT MAINT SUPPLIES	44.02
				01-0000-0-5600-0000-8100-003-0000-00-000										121848	GT TRIMMER REPAIRS	191.25
																\$235.27
80521436	101302/	CDW GOVERNMENT														
	165172	PO-160172	1.	01-0000-0-4400-1110-1000-003-0415-00-000										DFP9801	KOENIG CHROMEBOOKS	7,088.52

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
165172		1.	01-0000-0-4400-1110-1000-003-0415-00-000	DHN6075 KOENIG CHRMBK CART		1,566.00
165172		1.	01-0000-0-4400-1110-1000-003-0415-00-000	DFS6732 KOENIG CHRMBK LICENSES		936.00
165172		2.	01-5810-0-4400-1110-1000-003-1210-00-000	DFS6732 GT CHRMBK LICENSES		936.00
165172		2.	01-5810-0-4400-1110-1000-003-1210-00-000	DFP9801 GT CHROMEBOOKS		7,088.51
165172		2.	01-5810-0-4400-1110-1000-003-1210-00-000	DHN6075 GT CHROMEBOOK CART		1,566.00
			WARRANT TOTAL			\$19,181.03
80521437	000073/	CHEVRON & TEXACO				
	PV-160717		01-0000-0-4370-0000-3600-000-0000-00-000	6000917515 TRANSP FUEL		18.36
			01-0000-0-4370-0000-8100-003-0000-00-000	6000917515 GT MAINT FUEL		205.11
			01-9022-0-4370-0000-3600-000-0000-00-000	6000917515 MV HTS CAR FUEL		28.23
			13-5310-0-4370-0000-3700-000-0000-00-000	6000917515 CAFE FUEL		18.36
			WARRANT TOTAL			\$270.06
80521438	101104/	CIT TECHNOLOGY FIN SERV INC				
	165014	PO-160014	1. 01-1100-0-5600-1110-1000-003-1210-00-000	28735133 GT COPIER LEASE		549.35
			WARRANT TOTAL			\$549.35
80521439	007886/	COLD CONTROL REFRIGERATION INC				
	165015	PO-160015	1. 13-5310-0-5600-0000-3700-000-0000-00-000	28718 QTRLY PRVNT MAINT		230.00
			WARRANT TOTAL			\$230.00
80521440	101618/	DE LAGE LANDEN				
	165017	PO-160017	1. 01-0000-0-7439-0000-9100-000-0000-00-000	50269665 D O COPIER		252.13
	165017		2. 01-0000-0-7439-0000-9100-002-0000-00-000	50269665 SM COPIER		207.27
			WARRANT TOTAL			\$459.40
80521441	005954/	DEPARTMENT OF JUSTICE				
	PV-160721		01-0000-0-5812-0000-7200-000-0000-00-000	140782 FINGERPRINTING MAY 2016		47.00
			WARRANT TOTAL			\$47.00
80521442	101554/	BARBARA DYER				
	PV-160718		01-0000-0-4300-1110-1000-002-0300-61-000	CLASSROOM SUPPLIES		139.97

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		

WARRANT TOTAL						\$139.97
80521443	008318/	EL DORADO COUNTY ENVIRONMENTAL				
	PV-160719		13-5310-0-5200-0000-3700-000-0000-00-000	IN0095725 SPIES FOOD SAFETY CRT		81.00
WARRANT TOTAL						\$81.00
80521444	000429/	EL DORADO COUNTY SHERIFF				
	PV-160722		01-0000-0-5800-0000-8100-002-0000-00-000	RENEW SM PERMIT #0003113		25.00
WARRANT TOTAL						\$25.00
80521445	100036/	FOOTHILL FOOD SERVICE INC				
	165009	PO-160009	1. 13-5310-0-4700-0000-3700-000-0800-00-000	461251 LUNCH FOOD		200.23
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	461250 LUNCH FOOD		174.81
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460784 LUNCH FOOD		244.67
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460273 LUNCH FOOD		26.50
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460024 LUNCH FOOD		40.40
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	459903 LUNCH FOOD		307.71
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	459902 LUNCH FOOD		305.75
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	459569 LUNCH FOOD		19.24
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	459768 LUNCH FOOD		38.32
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	459444 LUNCH FOOD		301.43
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	459442 LUNCH FOOD		293.27
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460339 LUNCH FOOD		321.32
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460890 LUNCH FOOD		87.07
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460887 LUNCH FOOD		80.56
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460640 LUNCH FOOD		30.30
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460338 LUNCH FOOD		178.31
	165009		1. 13-5310-0-4700-0000-3700-000-0800-00-000	460463 LUNCH FOOD		115.32

DISTRICT: 005 Gold Trail Union School Dist
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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
165009		1.	13-5310-0-4700-0000-3700-000-0800-00-000	460782	LUNCH FOOD	317.27
165009		2.	13-5310-0-4700-0000-3700-000-0801-00-000	461251	BREAKFAST FOOD	14.46
165009		2.	13-5310-0-4700-0000-3700-000-0801-00-000	461250	BREAKFAST FOOD	37.77
165009		2.	13-5310-0-4700-0000-3700-000-0801-00-000	460784	BREAKFAST FOOD	37.77
165009		2.	13-5310-0-4700-0000-3700-000-0801-00-000	460782	BREAKFAST FOOD	37.77
165009		2.	13-5310-0-4700-0000-3700-000-0801-00-000	460890	BREAKFAST FOOD	14.46
165009		2.	13-5310-0-4700-0000-3700-000-0801-00-000	460338	BREAKFAST FOOD	18.42
165009		2.	13-5310-0-4700-0000-3700-000-0801-00-000	459903	BREAKFAST FOOD	14.53
165009		2.	13-5310-0-4700-0000-3700-000-0801-00-000	459442	BREAKFAST FOOD	36.85
165009		3.	13-5310-0-4700-0000-3700-000-0802-00-000	461250	ALA CARTE FOOD	19.81
165009		3.	13-5310-0-4700-0000-3700-000-0802-00-000	460782	ALA CARTE FOOD	85.64
165009		3.	13-5310-0-4700-0000-3700-000-0802-00-000	460338	ALA CARTE FOOD	45.03
165009		3.	13-5310-0-4700-0000-3700-000-0802-00-000	459902	ALA CARTE FOOD	8.56
			WARRANT TOTAL			\$3,453.55
80521446	003269/	SANDI MORGAN				
		PV-160723	01-0000-0-4300-1110-1000-003-0104-00-000		PIONEER DAY SUPPLIES	869.72
			01-0000-0-4300-1110-1000-003-0104-00-000		PIONEER DAY SUPPLIES	96.45
			01-0000-0-4300-1110-1000-003-0300-74-000		CLASSROOM SUPPLIES	276.98
			WARRANT TOTAL			\$1,243.15
80521447	000232/	PACIFIC GAS & ELECTRIC COMPANY				
		PV-160724	01-0000-0-5540-0000-8100-003-0000-00-000	1274317581-7	GT STREET LIGHT	41.27
			WARRANT TOTAL			\$41.27
80521448	077441/	PLACERVILLE GROCERY OUTLET				
165011	PO-160011	1.	13-5310-0-4700-0000-3700-000-0800-00-000		LUNCH FOOD	519.86
165011		2.	13-5310-0-4700-0000-3700-000-0801-00-000		BREAKFAST FOOD	91.42

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EL DORADO COUNTY OFFICE OF EDUCATION
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DISTRICT: 005 Gold Trail Union School Dist
 BATCH: 6037 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
165011		3.	13-5310-0-4700-0000-3700-000-0802-00-000	ALA CARTE FOOD		51.90
			WARRANT TOTAL			\$663.18
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	20	TOTAL AMOUNT OF CHECKS:	\$28,125.30*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	20	TOTAL AMOUNT OF CHECKS:	\$28,125.30*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
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FOR WARRANTS DATED 06/30/2016

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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6038 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80522851	003805/	APPLE COMPUTER INC														
	165184	PO-160184	1.	01-0000-0-4400-1110-1000-003-0414-00-000										4389193354	APPLCR HARRIS GRNT	792.00
	165184		1.	01-0000-0-4400-1110-1000-003-0414-00-000										4390458393	IPAD HARRIS IT GRNT	3,283.40
	165185	PO-160185	1.	01-0000-0-4400-1110-1000-003-0415-00-000										4390335632	IPAD KOENIG GRANT	724.43
				WARRANT TOTAL												\$4,799.83
80522852	000623/	ARNOLDS FOR AWARDS														
		PV-160725		01-0000-0-4300-0000-2700-003-0000-00-000										74467	GRADUATION AWARDS	16.07
				WARRANT TOTAL												\$16.07
80522853	100716/	AT&T														
		PV-160726		01-0000-0-5901-0000-7200-000-1210-00-000										8235908	T-1	72.72
				WARRANT TOTAL												\$72.72
80522854	100716/02	AT&T														
		PV-160727		01-0000-0-5901-0000-2700-002-1210-00-000										262	SM OPTEMAN	1,857.35
				01-0000-0-5901-0000-2700-003-1210-00-000										263	GT OPTEMAN	1,821.13
				01-0000-0-5901-0000-7200-000-1210-00-000										264	D O OPTEMAN	1,847.35
				WARRANT TOTAL												\$5,525.83
80522855	100912/	BANK OF AMERICA														
		PV-160728		01-0000-0-4300-0000-2700-002-0000-00-000											SM SCHOOL SUPPLIES	158.28
				01-0000-0-4300-0000-2700-002-0000-00-000											SM TEACHER RESOURCE	23.13
				01-0000-0-4300-0000-7100-000-0000-00-000											STAFF APPREC/BOARD SUPPLIES	266.91
				01-0000-0-4300-0000-7200-000-0000-00-000											BBQ FOR DISTRICT ACTIVITIES	333.71
				01-0000-0-4300-0000-8100-002-0000-00-000											SM CHAIR GLIDES	20.00
				01-0000-0-4300-0000-8100-002-0000-00-000											SM MAINT SUPPLIES	25.88
				01-0000-0-5210-1110-1000-003-0108-00-000											BUS PARKING 8TH GR SFO FT	5.00
				01-0000-0-5835-1110-1000-003-0108-00-000											LODGING 8TH GR SFO FT	4,446.05
				01-0000-0-5835-1110-1000-003-0108-00-000											8TH GR SF FT DINNER CRUISE	3,426.66

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
			01-0000-0-6200-0000-8500-003-0482-00-000	GT WINJE WING REMODEL MATERIAL		213.55
			01-5810-0-5875-5770-1120-003-1210-00-000	JH SMR SPELLING PROGRAM		29.99
			01-6500-0-4300-5770-1120-000-0000-00-000	SP ED HEADPHONES RETURNED		119.97-
			01-6500-0-4300-5770-1120-000-0000-00-000	WIAT III SP ED TESTING FORMS		157.42
			01-9022-0-4370-0000-3600-000-0000-00-000	MV GAS CARDS		125.40
			01-9037-0-4300-1110-1000-002-0000-00-000	SM ECIG SIGNAGE		60.14
			01-9037-0-4300-1110-1000-003-0000-00-000	GT ECIG SIGNAGE		60.13
			WARRANT TOTAL			\$9,232.28
80522856	101772/	APRIL BRANDT				
		PV-160729	01-0000-0-4300-1110-1000-002-0300-51-000	CLASSROOM SUPPLIES		37.32
			01-0600-0-4300-1110-1000-002-0000-00-000	KINDER DAILY 5 SUPPLIES		6.48
			01-1100-0-4300-1110-1000-002-0000-00-000	TEACHER CHAIR		174.95
			WARRANT TOTAL			\$218.75
80522857	000352/	CALTRONICS BUSINESS SYSTEMS				
		PV-160730	01-0000-0-4300-0000-2700-003-0000-00-000	2036741 GT TONER SHIPPING		12.00
			WARRANT TOTAL			\$12.00
80522858	101774/	CARMICHAEL OVERHEAD DOOR INC				
	165105	PO-160105	1. 01-0000-0-4400-0000-8100-003-0478-00-000	109827 BTM BARS P E SHED DOOR		458.00
	165105		1. 01-0000-0-4400-0000-8100-003-0478-00-000	107464 P E SHED ROLLUP DOOR		1,500.00
			WARRANT TOTAL			\$1,958.00
80522859	101302/	CDW GOVERNMENT				
	165187	PO-160187	1. 01-5810-0-4400-1110-1000-003-1210-00-000	DJT7386 TEACHER LAPTOPS		2,035.34
			WARRANT TOTAL			\$2,035.34
80522860	101472/	CHRISTY WHITE				
		PV-160731	01-0000-0-5824-0000-7100-000-0000-00-000	13015 14/15 FINAL AUDIT BILLNG		957.00
			WARRANT TOTAL			\$957.00

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80522861	000060/	CSBA - CA SCHOOL BOARDS ASSOC													
		PV-160732		01-0000-0-4300-0000-7100-000-0000-00-000										I-129004 BROWN ACT	62.53
				WARRANT TOTAL											\$62.53
80522862	101618/	DE LAGE LANDEN													
		165017 PO-160017	1.	01-0000-0-7439-0000-9100-000-0000-00-000										50647052 D O COPIER	252.13
		165017	2.	01-0000-0-7439-0000-9100-002-0000-00-000										50647052 SM COPIER	207.27
				WARRANT TOTAL											\$459.40
80522863	101604/	E3 HCI AUDIOMETRICS													
		165174 PO-160174	1.	01-0000-0-5600-0000-3140-000-0000-00-000										869507 CALIBRATE AUDIOMETER	70.00
				WARRANT TOTAL											\$70.00
80522864	100446/	EL DORADO COUNTY ACSA													
		165136 PO-160136	1.	01-0000-0-5210-0000-7100-000-0000-00-000										160914 ACSA AWARDS DINNER	224.00
				WARRANT TOTAL											\$224.00
80522865	000126/	EL DORADO COUNTY OFFICE													
		165050 PO-160050	1.	01-4035-0-5200-0000-2700-003-0000-00-000										161020 LYONS ADMIN CLR PGM	1,250.00
		165099 PO-160099	1.	01-4035-0-5200-0000-7200-000-0000-00-000										160559 CUPCCAA SCARLETT	125.00
		165099	2.	01-4035-0-5200-0000-8100-000-0000-00-000										160559 CUPCCAA JACKSON	125.00
		165111 PO-160113	1.	01-4035-0-5200-1110-1000-003-0000-00-000										160531 SUTW AGUILAR	150.00
		PV-160733		01-0000-0-5809-0000-3600-000-0000-00-000										160938 RNDM DRG TST JAN 2016	44.40
				01-0000-0-5809-0000-3600-000-0000-00-000										160900 RNDM DRG TST FEB 2016	18.20
				01-0000-0-5809-0000-3600-000-0000-00-000										160950 RNDM DRG TST MAR 2016	34.68
				01-0000-0-5809-0000-3600-000-0000-00-000										161201 RNDM DRG TST APR 2016	63.93
				01-0000-0-5809-0000-7700-000-1210-00-000										160974 ADD'L IT JAN/FEB/MAR	6,389.28
				01-0000-0-5809-0000-7700-000-1210-00-000										161188 ADD'L IT SUPPORT APR	2,004.48
				01-0000-0-5812-0000-7200-000-0000-00-000										160964 FINGERPRINTING MAR 2016	18.00
				01-0000-0-5875-1110-1000-002-1210-00-000										160979 SM RUCKUS LICENSES	134.60

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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6038 GTUSD ACCOUNTS PAYABLE

WARRANT REQ#	VENDOR/ADDR	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
								01-0000-0-5875-1110-1000-003-1210-00-000							160979 GT RUCKUS LICENSE	67.30
								01-6500-0-5811-5770-1120-000-0000-00-000							160994 1-1 AIDE FEB 2016	2,215.40
								01-6500-0-5811-5770-1120-000-0000-00-000							160925 OT SVCS 1ST/2ND QTRS	882.00
								01-6500-0-5811-5770-1120-000-0000-00-000							161218 OT SVCS 3RD QTR	441.00
								WARRANT TOTAL							\$13,963.27	
80522866	000738/	EL DORADO DISPOSAL														
		PV-160734						01-0000-0-5560-0000-8100-002-0000-00-000							172268950 SM	610.80
								01-0000-0-5560-0000-8100-003-0000-00-000							172268930 GT	610.80
								WARRANT TOTAL							\$1,221.60	
80522867	101745/	FASTRAK														
		PV-160735						01-0000-0-5210-1110-1000-003-0108-00-000							BUS BRIDGE TOLL 8TH GR FT	7.25
								WARRANT TOTAL							\$7.25	
80522868	006357/	FLYING ACE T-SHIRTS														
		165169 PO-160169	1.					01-0000-0-4300-1110-1000-002-0101-00-000							7618 FIRST GRADE TSHIRTS	865.76
								WARRANT TOTAL							\$865.76	
80522869	101501/	GOLD HILL GLASS														
		165177 PO-160177	1.					01-0000-0-6200-0000-8500-003-0482-00-000							9587 GT WINJE WING WINDOWS	2,720.00
								WARRANT TOTAL							\$2,720.00	
80522870	005675/	GOPHER SPORT														
		165156 PO-160156	1.					01-0000-0-4300-1110-1000-003-0300-91-000							9148776 7/8 P E EQUIPMENT	2,825.54
		PV-160736						01-0000-0-4300-1110-1000-003-0300-91-000							305601 P E EQUIPMENT RETURNED	342.93-
								01-0000-0-4300-1110-1000-003-0300-91-000							307741 P E EQUIPMENT RETURNED	47.30-
								01-0000-0-4300-1110-1000-003-0300-91-000							9144436 P E EQUIP REPLACED	47.30
								01-0000-0-4300-1110-1000-003-0300-91-000							302880 P E EQUIPMENT RETURNED	45.09-
								01-0000-0-4300-1110-1000-003-0300-91-000							9104153 P E EQUIP REPLACED	45.09
								WARRANT TOTAL							\$2,482.61	

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80522871	003626/	HANGTOWN FIRE CONTROL INC													
		PV-160737				01-0000-0-5800-0000-3600-000-0000-00-000							56928	TRANSP FIRE EXTNG SVC	87.00
						01-0000-0-5800-0000-8100-002-0000-00-000							56927	SM FIRE EXTNG SVC	477.00
						01-0000-0-5800-0000-8100-003-0000-00-000							56926	GT FIRE EXTNG SVC	937.86
						WARRANT TOTAL									\$1,501.86
80522872	100616/	MARTA HARRIS													
		PV-160738				01-0000-0-4300-1110-1000-003-0300-64-000								WRITING LESSONS CLS SUPPLY	35.00
						01-6264-0-5200-1110-1000-003-0000-00-000								AREA 3 TEACHER TRAINING	370.00
						01-6264-0-5200-1110-1000-003-0000-00-000								TEACHER TRAINING MILEAGE	162.00
						WARRANT TOTAL									\$567.00
80522873	007874/	LOUISE IVERSON													
		PV-160739				01-0000-0-5210-1110-1000-003-0108-00-000								MEALS 8TH GR SFO FIELD TRIP	33.64
						WARRANT TOTAL									\$33.64
80522874	101691/	KERRY KOENIG													
		PV-160740				01-0000-0-5210-1110-1000-003-0108-00-000								MEALS 8TH GR SFO FIELD TRIP	32.77
						WARRANT TOTAL									\$32.77
80522875	101565/	LISA KRAMER													
		PV-160741				01-0000-0-4300-0000-2700-002-0000-00-000								SM STUDENT INCENTIVES	124.77
						WARRANT TOTAL									\$124.77
80522876	101314/	LEGALSHIELD													
		PV-160742				01-0000-0-9576-0000-0000-000-0000-00-000								0126086 MAY 2016	51.80
						WARRANT TOTAL									\$51.80
80522877	012168/	SCOTT LYONS													
		PV-160743				01-0000-0-5210-0000-2700-003-0000-00-000								MILEAGE JAN 2016	38.88
						01-0000-0-5210-0000-2700-003-0000-00-000								MILEAGE FEB 2016	38.88
						01-0000-0-5210-0000-2700-003-0000-00-000								MILEAGE MAR 2016	38.88
						01-0000-0-5210-0000-2700-003-0000-00-000								MILEAGE APR 2016	43.20

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	DESCRIPTION	

							01-0000-0-5210-0000-2700-003-0000-00-000						MILEAGE MAY 2016	47.52
							WARRANT TOTAL							\$207.36
*** BATCH TOTALS ***														
TOTAL NUMBER OF CHECKS:										27	TOTAL AMOUNT OF CHECKS:			\$49,423.44*
TOTAL ACH GENERATED:										0	TOTAL AMOUNT OF ACH:			\$.00*
TOTAL EFT GENERATED:										0	TOTAL AMOUNT OF EFT:			\$.00*

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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6039 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH		DESCRIPTION	
80522878	000126/	EL DORADO COUNTY OFFICE				
	165071	PO-160073	1. 01-4035-0-5200-1110-1000-003-0000-00-000	161124	STEP UP 6-8	150.00
	165075	PO-160075	1. 01-4035-0-5200-1110-1000-002-0000-00-000	161104	STEP UP TO WRITING	450.00
	165076	PO-160076	1. 01-4035-0-5200-1110-1000-002-0000-00-000	161101	STEP UP TO WRITING	300.00
	165086	PO-160088	1. 01-4035-0-5200-1110-1000-003-0000-00-000	1600706	LOVE/LOGIC TRAINING	250.00
	165092	PO-160092	1. 01-4035-0-5200-1110-1000-002-0000-00-000	160537	DAILY 5 TRAINING	225.00
	165093	PO-160093	1. 01-4035-0-5200-1110-1000-002-0000-00-000	161110	GOOGLE ACADEMY	270.00
	165093		2. 01-4035-0-5200-1110-1000-003-0000-00-000	161110	GOOGLE ACADEMY	280.00
	165093		3. 01-4035-0-5200-5770-1120-000-0000-00-000	161110	GOOGLE ACADEMY	650.00
		PV-160744	01-6264-0-5200-1110-1000-002-0000-00-000	161140	COACHING CADRE	150.00
			01-6264-0-5200-1110-1000-003-0000-00-000	161069	SCIENCE STANDARDS	50.00
			01-6264-0-5200-1110-1000-003-0000-00-000	161079	GOOGLE FOR TECH LEADERS	50.00
			01-6264-0-5200-1110-1000-003-0000-00-000	161083	TECH FOR TEACHERS	50.00
			01-6264-0-5200-1110-1000-003-0000-00-000	161092	BIG IDEAS MATH GT	50.00
			01-6264-0-5200-1110-1000-003-0000-00-000	161129	PRJCT BASED LEARNING	50.00
			01-6264-0-5200-1110-1000-003-0000-00-000	161133	INTRACTV NOTEBOOKS	100.00
			01-6500-0-5811-5770-1120-000-0000-00-000	161237	1-1 AIDES MAR-JUN 2016	7,200.05
			WARRANT TOTAL			\$10,275.05
80522879	003202/	JOE MURCHISON				
		PV-160745	01-0000-0-5210-0000-7100-000-0000-00-000	MILEAGE	JUNE 2016	52.16
			WARRANT TOTAL			\$52.16
80522880	009356/	OFFICE DEPOT				
		PO-163093	1. 01-0000-0-4300-0000-2700-003-0000-00-000	830997806001	GT OFC SUPPLIES	182.49
			1. 01-0000-0-4300-0000-2700-003-0000-00-000	830998211001	GT OFC SUPPLIES	63.29
		PO-163096	1. 01-0000-0-4300-0000-2700-002-0000-00-000	832988132001	SM OFC SUPPLIES	30.89

DISTRICT: 005 Gold Trail Union School Dist
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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE										ABA	NUM	ACCOUNT NUM	
	REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	DESCRIPTION	AMOUNT	
			1.	01	0000	0	4300	0000	2700	002	0000	00	000	832988766001 SM OFC SUPPLIES	50.11	
			3.	01	0000	0	4300	0000	3140	000	0000	00	000	832988132001 NURSE SUPPLIES	39.24	
			2.	01	0600	0	4300	1110	1000	002	0000	00	000	832988132001 ELA MATH SUPPLIES	37.95	
	PO-163097		1.	01	0000	0	4300	1110	1000	002	0300	73	000	832649351001 SWANEY CLS SUPPLY	36.23	
			1.	01	0000	0	4300	1110	1000	002	0300	73	000	832649576001 SWANEY CLS SUPPLY	24.72	
	PO-163098		1.	01	0000	0	4300	1110	1000	002	0300	68	000	831772028001 CLARK CLS SUPPLIE	58.32	
	PO-163101		1.	01	0000	0	4300	1110	1000	003	0300	71	000	833184191001 MULLIGAN CLS SPLY	91.53	
			1.	01	0000	0	4300	1110	1000	003	0300	71	000	863184191002 MULLIGAN CLS SUPL	17.47	
	PO-163102		1.	01	0000	0	4300	1110	1000	003	0300	80	000	835204369001 YATES CLS SPPLY	53.00	
			1.	01	0000	0	4300	1110	1000	003	0300	80	000	835206570001 YATES CLS SUPPLY	2.70	
	PO-163105		2.	01	0000	0	4300	0000	7200	000	0000	00	000	835535250001 D O SUPPLIES	86.57	
			1.	01	0600	0	4300	1110	1000	002	0000	00	000	835535250001 ELA CURRIC SUPPLY	15.54	
	PO-163108		1.	01	0000	0	4300	0000	7200	000	0000	00	000	839019061001 D O SUPPLIES	17.09	
			1.	01	0000	0	4300	0000	7200	000	0000	00	000	839018226001 D O SUPPLIES	85.35	
			1.	01	0000	0	4300	0000	7200	000	0000	00	000	840053078001 D O SUPPLIES	11.55	
	PO-163110		1.	01	0000	0	4300	1110	1000	003	0300	70	000	841028263001 LULLA CLS SUPPLY	11.04	
			1.	01	0000	0	4300	1110	1000	003	0300	70	000	841028262001 LULLA CLS SUPPLY	44.03	
			1.	01	0000	0	4300	1110	1000	003	0300	70	000	841028131001 LULLA CLS SUPPLY	34.52	
	PO-163111		1.	01	0000	0	4300	1110	1000	000	0000	00	000	841452468001 DIST PAPER	54.58	
			1.	01	0000	0	4300	1110	1000	000	0000	00	000	841452254001 DIST PAPER	55.94	
			1.	01	0000	0	4300	1110	1000	000	0000	00	000	841455326001 DIS PAPER	101.37	
	PO-163114		1.	01	0000	0	4300	1110	1000	003	0300	62	000	842154531001 ROMIG CLS SUPPLY	96.51	
	PO-163115		1.	01	0000	0	4300	1110	1000	003	0300	70	000	842368409001 LULLA CLS SUPPLY	141.99	
	PO-163116		1.	01	0000	0	4300	1110	1000	003	0300	70	000	843160590001 LULLA CLS SUPPLY	146.42	

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
		1.	01-0000-0-4300-1110-1000-003-0300-70-000	84316066001	LULLA CLS SUPPLY	16.51
	PO-163120	2.	01-0000-0-4300-0000-2700-002-0000-00-000	845319256001	SM OFC SUPPLY	54.41
		2.	01-0000-0-4300-0000-2700-002-0000-00-000	845318804001	SM SCHL SUPPLY	50.80
		2.	01-0000-0-4300-0000-2700-002-0000-00-000	845520996001	SM OFC SUPPLY	17.24
		1.	01-0000-0-4300-0000-7200-000-0000-00-000	845318804001	D O SUPPLIES	207.24
		1.	01-0000-0-4300-0000-7200-000-0000-00-000	845503338001	RET OFC SUPPLY	6.24
	PO-163124	1.	01-0000-0-4300-1110-1000-002-0300-60-000	845995359001	BRAITHWAITE SPLY	47.53
	PO-163126	1.	01-0000-0-4300-0000-2700-003-0000-00-000	846056720001	GT OFC SUPPLY	92.19
		1.	01-0000-0-4300-0000-2700-003-0000-00-000	846056965001	GT OFFICE SUPPLY	2.58
			WARRANT TOTAL			\$2,072.70
80522881	000232/		PACIFIC GAS & ELECTRIC COMPANY			
	PV-160746		01-0000-0-5540-0000-8100-000-0000-00-000	0991367996-6	EXT DAY	288.93
			01-0000-0-5540-0000-8100-002-0000-00-000	0991367996-6	SM	4,591.01
			01-0000-0-5540-0000-8100-003-0000-00-000	0991367996-6	GT	5,674.48
			WARRANT TOTAL			\$10,554.42
80522882	020926/		PITNEY BOWES GLOBAL FINANCIAL			
	PV-160747		01-0000-0-5902-0000-2700-000-0000-00-000	3100241161	PSTG MTR LEASE	372.78
			WARRANT TOTAL			\$372.78
80522883	101468/		PROTECH PROJECTION SYSTEMS INC			
	165188	PO-160188	1. 01-0000-0-4400-1110-1000-003-0415-00-000	14063	KOENIG PRJCTR-GRNT	699.00
	165189	PO-160189	1. 01-5810-0-4400-1110-1000-003-1210-00-000	14062	W1 PRJCTR/DOC CAMERA	1,110.00
			WARRANT TOTAL			\$1,809.00
80522884	011513/		RISO PRODUCTS OF SACRAMENTO			
	PV-160748		01-1100-0-5600-1110-1000-002-1210-00-000	157509	SM RISO	428.47
			01-1100-0-5600-1110-1000-003-1210-00-000	157510	GT RISO	750.39
			WARRANT TOTAL			\$1,178.86

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT	
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION			
80522885	101784/	S E TECHNOLOGIES INC					
	165166	PO-160166	1. 01-0000-0-5800-0000-8100-002-0000-00-000	3898 SM ALARM SVC MONITOR		195.00	
	165166		2. 01-0000-0-5800-0000-8100-003-0000-00-000	3897 GT FIRE ALARM MONITOR		135.00	
	165166		2. 01-0000-0-5800-0000-8100-003-0000-00-000	3909 GT ALARM SYS MONITOR		105.00	
		PV-160749	01-8150-0-5600-0000-8100-002-0000-00-000	3908 REPR SM LOCKDOWN SYS		585.00	
			01-8150-0-5600-0000-8100-003-0000-00-000	3907 GT FIRE ALARM REPAIR		411.00	
			WARRANT TOTAL			\$1,431.00	
80522886	100846/	WENDY SCARLETT					
		PV-160750	01-0000-0-4300-0000-7200-000-0000-00-000	DISTRICT OFFICE SUPPLIES		107.77	
			WARRANT TOTAL			\$107.77	
80522887	000895/	SCHOOL SERVICES OF CALIFORNIA					
	165023	PO-160023	1. 01-0000-0-5800-0000-7200-000-0000-00-000	0106752-IN JUN BDGT SVCS		56.25	
	165023		1. 01-0000-0-5800-0000-7200-000-0000-00-000	0106189-IN MAY BDGT SVCS		56.25	
			WARRANT TOTAL			\$112.50	
80522888	003679/	SCHOOLS INSURANCE AUTHORITY					
		PV-160751	01-0000-0-5410-0000-2700-002-0200-00-000	MISC16-82 SPECIAL EVNT INS		175.00	
			WARRANT TOTAL			\$175.00	
80522889	100580/	STAPLES ADVANTAGE					
		PO-163117	1. 01-0000-0-4400-0000-2700-003-0000-00-000	3305790079 GT CUM FILE CABINTS		4,205.69	
		PO-163118	1. 01-0000-0-4400-0000-2700-002-0000-00-000	3305790096 SM CUM FILE CABNTS		2,803.79	
		PO-163123	1. 01-0000-0-4300-0000-7200-000-0000-00-000	3305564650 D O SUPPLIES		115.12	
			WARRANT TOTAL			\$7,124.60	
80522890	000558/	TRUE VALUE HARDWARE					
		PV-160752	01-0000-0-4300-0000-8100-002-0000-00-000	533800 MAINTENANCE SUPPLIES		32.45	
			01-0000-0-4300-0000-8100-002-0000-00-000	539306 MAINTENANCE SUPPLIES		33.05	
			01-0000-0-4300-0000-8100-002-0000-00-000	538550 MAINTENANCE SUPPLIES		40.36	
			01-0000-0-4300-0000-8100-003-0000-00-000	539306 MAINTENANCE SUPPLIES		33.05	

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6039 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
							01-0000-0-4300-0000-8100-003-0000-00-000							538550 MAINTENANCE SUPPLIES	40.36
							WARRANT TOTAL						\$179.27		
80522891	101700/	DEBORAH VALLADON-HORNSBY													
		PV-160753					01-0000-0-5210-1110-1000-003-0000-00-000							ESY MILEAGE JUNE 2016	28.08
							WARRANT TOTAL						\$28.08		
80522892	101027/	MICHELE WAGSTROM													
		PV-160754					01-0000-0-5210-0000-7200-000-0000-00-000							MILEAGE JUNE 2016	94.50
							WARRANT TOTAL						\$94.50		
80522893	013563/	WALKER'S OFFICE SUPPLIES													
		PV-160756					01-0000-0-4300-1110-1000-000-0000-00-000							DISTRICT PAPER	967.18
							WARRANT TOTAL						\$967.18		
80522894	101636/	AMY YOST													
		PV-160755					01-0000-0-5210-1110-1000-003-0108-00-000							MEALS 8TH GR SF FIELD TRIP	25.00
							WARRANT TOTAL						\$25.00		
***	BATCH TOTALS ***						TOTAL NUMBER OF CHECKS:		17	TOTAL AMOUNT OF CHECKS:			\$36,559.87*		
							TOTAL ACH GENERATED:		0	TOTAL AMOUNT OF ACH:			\$.00*		
							TOTAL EFT GENERATED:		0	TOTAL AMOUNT OF EFT:			\$.00*		
***	DISTRICT TOTALS ***						TOTAL NUMBER OF CHECKS:		44	TOTAL AMOUNT OF CHECKS:			\$85,983.31*		
							TOTAL ACH GENERATED:		0	TOTAL AMOUNT OF ACH:			\$.00*		
							TOTAL EFT GENERATED:		0	TOTAL AMOUNT OF EFT:			\$.00*		

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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6040 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
80523209	101642/	MAUREEN DODSON				
		PV-160758	01-0000-0-9598-0000-0000-000-000-000	REISSUE UNCSHD MILEAGE CK		4.60
			WARRANT TOTAL			\$4.60
80523210	100811/	MOTHER LODE REHABILITATION ENT				
		PV-160757	01-0000-0-4300-0000-7200-000-0000-00-000	122422 CONFIDENTIAL SHREDDING		82.50
			WARRANT TOTAL			\$82.50
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$87.10*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$87.10*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

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EL DORADO COUNTY OFFICE OF EDUCATION
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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6041 GTUSD ACCOUNTS PAYABLE

WARRANT REQ#	VENDOR/ADDR	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	DEPOSIT TYPE GOAL FUNC LC1 LOC2 L3 SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
								01-0000-0-4370-0000-8100-003-0000-00-000			20.00
								WARRANT TOTAL			\$80.95
80523585	100904/	HILLYARD/SACRAMENTO									
		165167 PO-160167	1.					01-0000-0-4300-0000-8100-000-0000-00-000		602142551 JANITORIAL SUPPLIES	592.16
		165191 PO-160191	1.					01-0000-0-4300-0000-8100-000-0000-00-000		602142552 FLR MACHN BATTERIES	786.16
								WARRANT TOTAL			\$1,378.32
80523586	101824/	SARAH LIX									
		PV-160764						13-5310-0-8634-0000-0000-003-0000-00-000		REFUND CAFE BALANCE	27.75
								WARRANT TOTAL			\$27.75
80523587	101826/	MARGARET LOCKWOOD									
		PV-160765						13-5310-0-8634-0000-0000-003-0000-00-000		REFUND CAFE BALANCE	95.50
								WARRANT TOTAL			\$95.50
80523588	101621/	MONIQUE NEELY									
		PV-160766						13-5310-0-8634-0000-0000-003-0000-00-000		REFUND CAFE BALANCE	32.15
								WARRANT TOTAL			\$32.15
80523589	101825/	GINA SANDERS									
		PV-160767						13-5310-0-8634-0000-0000-003-0000-00-000		REFUND CAFE BALANCE	18.00
								WARRANT TOTAL			\$18.00
80523590	101827/	MICHAEL TINONGA									
		PV-160768						13-5310-0-8634-0000-0000-003-0000-00-000		REFUND CAFE BALANCE	58.30
								WARRANT TOTAL			\$58.30
80523591	100981/	VERIZON WIRELESS									
		PV-160761						01-0000-0-5901-0000-3140-000-1210-00-000		9767831828 NURSE	46.94
								01-0000-0-5901-0000-8100-000-1210-00-000		9767831828 MAINT	46.94
								01-5810-0-5901-0000-2700-002-1210-00-000		9767831828 SM	62.44
								01-5810-0-5901-0000-2700-003-1210-00-000		9767831828 GT	62.44
								WARRANT TOTAL			\$218.76

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COMMERCIAL WARRANT REGISTER
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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 6041 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION	AMOUNT	
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	12	TOTAL AMOUNT OF CHECKS:	\$4,959.76*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	12	TOTAL AMOUNT OF CHECKS:	\$4,959.76*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/07/2016

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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7001 GTUSD ACCOUNTS PAYABLE 2017

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT	
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION			
80522811	101821/	COMMISSION ON TEACHER					
		PV-170003	01-0000-0-4300-0000-7200-000-0000-00-000		EMERGENCY CLAD PERMIT MOLINARI	100.00	
			WARRANT TOTAL			\$100.00	
80522812	101222/	PREMIER CARPETS					
		PO-160171	2. 01-0000-0-5800-0000-8100-002-0000-00-000		588283 SM CARPET CLEANING	2,300.00	
			WARRANT TOTAL			\$2,300.00	
80522813	101128/	SCHOOLS INSURANCE AUTHORITY					
		PV-170001	01-0000-0-3901-1110-1000-000-0000-00-000		DIST PD RET VISION JUL 2016	41.40	
			01-0000-0-9570-0000-0000-000-0000-00-000		EMP VISION JUL 2016	1,432.08	
			01-0000-0-9570-0000-0000-000-0000-00-000		RET VISION JUL 2016	481.86	
			WARRANT TOTAL			\$1,955.34	
80522814	101209/	SELF-INSURED SCHOOLS OF CALIF					
		PV-170002	01-0000-0-3901-1110-1000-000-0000-00-000		DIST PD RET MED JUL 2016	1,174.60	
			01-0000-0-3901-1110-1000-000-0000-00-000		DIST PD RET DNTL JUL 2016	150.00	
			01-0000-0-9570-0000-0000-000-0000-00-000		EMP MED JUL 2016	47,130.00	
			01-0000-0-9570-0000-0000-000-0000-00-000		EMP DNTL JUL 2016	6,240.00	
			01-0000-0-9570-0000-0000-000-0000-00-000		RET MED JUL 2016	4,899.40	
			01-0000-0-9570-0000-0000-000-0000-00-000		RET DNTL JUL 2016	1,847.00	
			WARRANT TOTAL			\$61,441.00	
*** BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:		4	TOTAL AMOUNT OF CHECKS:	\$65,796.34*	
		TOTAL ACH GENERATED:		0	TOTAL AMOUNT OF ACH:	\$.00*	
		TOTAL EFT GENERATED:		0	TOTAL AMOUNT OF EFT:	\$.00*	
*** DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:		4	TOTAL AMOUNT OF CHECKS:	\$65,796.34*	
		TOTAL ACH GENERATED:		0	TOTAL AMOUNT OF ACH:	\$.00*	
		TOTAL EFT GENERATED:		0	TOTAL AMOUNT OF EFT:	\$.00*	

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7002 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80524092	100716/02	AT&T														
		PV-170004						01-0000-0-5901-0000-2700-002-1210-00-000						263	4 SM OPTEMAN	370.79
								01-0000-0-5901-0000-2700-003-1210-00-000						262	4 GT OPTEMAN	370.79
								01-0000-0-5901-0000-7200-000-1210-00-000						264	4 D O OPTEMAN	370.79
								WARRANT TOTAL								\$1,112.37
80524093	100996/	BLACKBOARD														
		PO-160186	1.					01-0000-0-5875-0000-2700-000-1210-00-000						1233398	PARENT NOTIFY SYS	1,888.00
								WARRANT TOTAL								\$1,888.00
80524094	101412/	CALSTRS/JEM														
		CL-160004						01-0000-0-5800-0000-7200-000-0000-00-000						149122	ADMIN FEES JUNE 2016	32.00
								WARRANT TOTAL								\$32.00
80524095	005954/	DEPARTMENT OF JUSTICE														
		CL-160005						01-0000-0-5812-0000-7200-000-0000-00-000							FINGERPRINTING JUNE 2016	147.00
								WARRANT TOTAL								\$147.00
80524096	000126/	EL DORADO COUNTY OFFICE														
		CL-160006						01-6500-0-5811-5770-1120-000-0000-00-000						161218	ADD'L 3RD QTR OT SVCS	84.00
		CL-160007						01-6500-0-5811-5770-1120-000-0000-00-000						161274	4TH QTR OT SVCS	546.00
		CL-160008						01-0000-0-5809-0000-3600-000-0000-00-000						161288	RNDM DRG TST MAY 2016	17.34
		CL-160009						01-0000-0-5210-0000-7100-000-0000-00-000						161302	EDCSBA AWARDS DINNER	100.00
		CL-160010						01-0000-0-5812-0000-7200-000-0000-00-000						161326	FINGERPRINTING JUNE '16	54.00
		CL-160011						01-0000-0-5809-0000-7700-000-1210-00-000						161342	ADD'L IT SUPPORT MAY	2,255.04
								WARRANT TOTAL								\$3,056.38
80524097	009356/	OFFICE DEPOT														
		PO-173002	1.					01-0000-0-4300-0000-7200-000-0000-00-000						849721329001	D O OFC SUPPLIES	5.40
			1.					01-0000-0-4300-0000-7200-000-0000-00-000						849716923001	D O OFC SUPPLIES	104.40
								WARRANT TOTAL								\$109.80
80524098	101222/	PREMIER CARPETS														
		PO-160171	1.					01-0000-0-5800-0000-8100-003-0000-00-000						588286	GT CARPET CLEANING	2,300.00

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/19/2016

07/19/16 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7002 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	DEPOSIT TYPE GOAL FUNC LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL														\$2,300.00
80524099	014416/	RAPID CARE WALK-IN MEDICAL												
		CL-160012					01-0000-0-5815-0000-7200-000-0000-00-000						1172 NEW EMP TB TESTING	76.00
WARRANT TOTAL														\$76.00
80524100	023212/	SHELL FLEET MANAGEMENT												
		CL-160014					01-0000-0-4370-0000-3600-000-0000-00-000						8000061765 TRANSP AUTO FUEL	21.20
WARRANT TOTAL														\$21.20
80524101	004234/	SKI AIR INCORPORATED												
		PV-170005					01-8150-0-5600-0000-8100-000-0000-00-000						SW31093 D O HVAC REPAIRS	542.15
WARRANT TOTAL														\$542.15
80524102	100580/	STAPLES ADVANTAGE												
		PO-163127	1.				01-0000-0-4400-0000-2700-003-0000-00-000						3308053683 GT CUM FILE CABINET	1,401.90
WARRANT TOTAL														\$1,401.90
*** BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:		11		TOTAL AMOUNT OF CHECKS:		\$10,686.80*						
		TOTAL ACH GENERATED:		0		TOTAL AMOUNT OF ACH:		\$.00*						
		TOTAL EFT GENERATED:		0		TOTAL AMOUNT OF EFT:		\$.00*						
*** DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:		11		TOTAL AMOUNT OF CHECKS:		\$10,686.80*						
		TOTAL ACH GENERATED:		0		TOTAL AMOUNT OF ACH:		\$.00*						
		TOTAL EFT GENERATED:		0		TOTAL AMOUNT OF EFT:		\$.00*						

AGENDA ITEM Consent

8.3 Personnel

BACKGROUND

Hiring

N. Albert, Library Tech Assistant, 6.0 hours per day, effective 2016-17 school year
 B. Bilyeu, Teacher—PE, .50 FTE, effective 2016-17 school year
 A. Brandt, Teacher, 1.0 FTE, effective 2016-17 school year
 C. Brunts, BTSA Support Provider, effective 2016-17 school year
 A. Butler, Athletic Coach: Cross Country, effective 2016-17 school year
 G. Cain, Instructor: Enrichment (GT Drumline), effective 2016-17 school year
 C. Fanning, Teacher Associate, 4.25 hours per day, effective 2016-17 school year
 J. Fulton, Teacher Associate, 5.0 hours per day, effective 2016-17 school year
 A. Garcia, BTSA Support Provider, effective 2016-17 school year
 M. Justus, Teacher, 1.0 FTE, effective 2016-17 school year
 G. Matyac, Playground Monitor, 1.25 hours per day, effective 2016-17 school year
 G. Matyac, Classroom Aide—PE, 2.75 hours per day, effective 2016-17 school year
 J. Molinari, Teacher—Math, .80 FTE, effective 2016-17 school year
 J. Perez, Advisor: CJSF, effective 2016-17 school year
 J. Perez, BTSA Support Provider, effective 2016-17 school year
 N. Pifferini, Teacher Associate, 6.0 hours per day, effective 2016-17 school year

Resignation

N. Albert, Playground Monitor, 1.0 hours per day, effective June 21, 2016
 N. Albert, Classroom Aide, 5.0 hours per day, effective June 21, 2016
 C. Fanning, Playground Monitor, .25 hours per day, effective June 27, 2016
 J. Fulton, Classroom Aide, 4.5 hours per day, effective June 15, 2016

ATTACHMENTS

➤ **None**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

Approve the Action.

NOTES

If pulled from Consent

<i>ACTION</i>		<i>Moved</i>	<i>Seconded</i>		
<div><input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

AGENDA ITEM

Consent

8.4 Approval of Recommendation for Administrative Members to Peer Assistance Review (PAR) Panel

BACKGROUND

The Board takes action annually to approve the recommendation for Administrative Representatives to the PAR Panel, should the position be needed. Funding plays a critical role in the ability to convene the panel. S. Lyons is to serve as Administrator. Per Bargaining Unit agreement Article XVI, J. Murchison is scheduled to facilitate the Panel this year.

ATTACHMENTS

➤ None

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

Approve the panel.

NOTES

If pulled from Consent

ACTION	<i>Moved</i>	<i>Seconded</i>		
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>				
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>

AGENDA ITEM
Consent

8.5 Approval of District Representatives to Employee Negotiations

BACKGROUND

The Board will take action to approve the representatives as follows:

Chief Negotiator: J. Murchison

Fiscal Support: W. Scarlett

Scribe: T. Orio

Administration Observer: Scott Lyons

Board Observer: G. Ritz

ATTACHMENTS

➤ **None.**

BUDGETED

☒ NA

☐ Yes

☐ No

☐ Cost Analysis Follows

RECOMMENDATION

Approve the representatives.

NOTES:

If pulled from Consent

<i>ACTION</i>		<i>Moved</i>	<i>Seconded</i>		
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

AGENDA ITEM Consent

8.6 Williams Act Uniform Complaint Procedures Quarterly Report

BACKGROUND

Education Code 35186 mandates that districts use the uniform complaint process to help identify and resolve any deficiencies related to instructional materials, teacher vacancy or mis-assignments, and emergency or urgent facilities conditions that pose a threat to the health and safety of pupils or staff. A school district shall report summarized data on the nature and resolution of all complaints. These summaries shall be publicly reported to the Board and the County Superintendent of Schools on a quarterly basis, and presented at a regularly scheduled meeting of the governing board of the school district. The complaints and written responses shall be available as public records. *Education Code 35186*

ATTACHMENTS

- Quarterly Report on Williams Uniform Complaints

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

Approve the report.

NOTES

If pulled from Consent

<i>ACTION</i>		<i>Moved</i>		<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

To: Ed Manansala, Ed.D., Superintendent of Schools

District: Gold Trail Union School District

Person completing this form: Joe Murchison

Title: Superintendent

Quarterly Report Submission Date:
(*check one*)

- ☐ April 2016
☒ July 2016
☐ October 2016
☐ January 2017

Date for information to be reported publicly at governing board meeting: August 4, 2016

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Signature of District Superintendent

Date

AGENDA ITEM

Consent

8.7 Contract for Services: Action Nursing 2016-17

BACKGROUND

The Board will approve the contract for contingency medical services. The District rarely calls on these services but is necessary to meet students' possible needs.

ATTACHMENTS

➤ **2016-17 Contract for Services**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

Approve the contract.

NOTES

If pulled from Consent

<i>ACTION</i>	<i>Moved</i>	<i>Seconded</i>		
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>				
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2016-2017

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GOLD TRAIL UNION SCHOOL DISTRICT

Contract Year 2016-2017

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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LOCAL EDUCATION AGENCY: Gold Trail Union School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Action Supportive Care Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2016, between Gold Trail Union School District, hereinafter referred to as the local educational agency ("LEA"), a member of the EI Dorado County SELPA and Action Supportive Care Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30,

2017. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA.

(California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by

California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

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

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

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

14. **TERMINATION**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

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

PART I

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the

LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

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

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

CONTRACTOR shall not be entitled to any compensation for any special education and/or related services provided to any pupil for any period during which CONTRACTOR failed to fully comply with this Section 15.

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective

duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its

Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when

necessary during the regular or extended school year to provide services to students with disabilities.

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed _____ days, plus up to _____ extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR

shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in

accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not BIP or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral

assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the

nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract unless otherwise agreed to in writing by the LEA.

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including

written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20

U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract

compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1)

and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such

licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety.

CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but

fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon

request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Action Supportive Care Services
Nonpublic School/Agency

Gold Trail Union School District

By: _____
Signature Date

J. Karen Hahn, RN, BSN, Administrator
Name and Title of Authorized
Representative

By: Joe Murchison 7-26-16
Signature Date

Joe Murchison, Superintendent
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

J. Karen Hahn, RN, BSN, Administrator
Name and Title

Joe Murchison, Superintendent
Name and Title

Action Supportive Care Services
Nonpublic School/Agency/Related Service Provider

Gold Trail Union School District
LEA

1190 Suncast Lane, Suite 5
Address

1575 Old Ranch Road
Address

El Dorado Hills, CA 95762
City State Zip

Placerville, CA 95667
City State Zip

916-933-6901 916-939-1959
Phone Fax

530-626-3194 530-626-3199
Phone Fax

karen.hahn@actionhomenursing.com
Email

jmurchison@gtusd.org
Email

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2016-2017 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Action Supportive Care Services

The CONTRACTOR CDS NUMBER: _____

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

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

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	<u>\$60/hour</u>	<u>4 hour minimum</u>
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

SERVICE	Provider				# of Times per wk/mo/yr., Duration; per IEP;	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify				
Individual Counseling (510)								
Counseling and guidance (515).								
Parent Counseling (520)								
Social Work Services (525)								
Psychological Services (530)								
Behavior Intervention Services (535)								
Specialized Services for Low Incidence Disabilities (610)								
Specialized Deaf and Hard of Hearing Services (710)								
Interpreter Services (715)								
Audiological Services (720)								
Specialized Vision Services (725)								
Orientation and Mobility (730)								
Braille Transcription (735)								
Specialized Orthopedic Service (740)								
Reader Services (745)								
Note Taking Services (750)								
Transcription Services (755)								
Recreation Services (760)								
College Awareness Preparation (820)								
Vocational Assessment, Counseling, Guidance and Career Assessment (830)								
Career Awareness (840)								
Work Experience Education (850)								
Mentoring (860)								
Agency Linkages (865)								
Travel Training (870)								
Other Transition Services (890)								
Other (900)J								
Other (900)								
Transportation-Emergency b. Transportation-Parent								

AGENDA ITEM
Consent

8.8 Proposition 39 Energy Update and Documentation

BACKGROUND

Government Code sections 4217.10 through 4217.18 authorize the District's Governing Board, without advertising for bids, to enter into one or more energy service contracts with any person or entity, pursuant to which that person or entity will provide electrical or thermal energy or conservation services to the District, which may comprise or include an energy conservation facility, if the anticipated cost to the District for thermal or electrical energy or conservation services provided under the contract(s) is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those energy service contracts.

ATTACHMENTS

- Prop 39 Cover Letter
- Prop 39 Cost Estimate
- Prop 39 Project Evaluation
- Prop 39 Sponsor Agreement

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

Approve the contract.

NOTES

If pulled from Consent

<i>ACTION</i>		<i>Moved</i>		<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

GOLD TRAIL UNION SCHOOL DISTRICT

AGENDA ITEM: Consent: Prop 39 Contracts and Update

MEETING DATE: August 4, 2016

TO: Board of Trustees

FROM: Wendy Scarlett, Chief Financial Officer

Recommendation:

Approve consent documents.

Update:

Included in August consent are the following California Conservation Corps (CCC) documents as described by CCC:

Crew Cost Estimator - Once true scope of work is acknowledged, this document shows how we calculated the cost of the specific project in your case showing the cost savings, which is attached to the contracting document (CCC 58) upon approval;

CCC 58 - The Project Evaluation is a fillable document that includes a project description, i.e., the scope of work, project location and sponsor information. It also includes other negotiated project details, including what the CCC will provide, what the sponsor will provide, how the project meets CCC's legislative mandates, and any education or training that will be provided to the Corps members. It should also contain the total work hours for the project, the anticipated start date, and location of the nearest hospital, in case of emergencies. Signatures from CCC Project Coordinator, CCC Center Director, and the Sponsor Representative are required to complete the form. The CCC 58 serves as the basis for the reimbursement contract with the Sponsor;

CCC 96 - The Sponsor Agreement includes boilerplate legal language for any Sponsor entering in to an agreement with the CCC. This document informs the sponsor of the legal terms and conditions that he or she must agree to when working with the CCC for projects/labor services. The Sponsor Agreement requires signatures from the Sponsor Representative and the CCC District Director.

CCC is scheduled to begin the lighting retrofit September 1, 2016 and estimates four days to complete the work. Installation will occur after school hours and will be paid for by non-District Proposition 39 funding. Energy Based Solutions (EBS) will provide product, supervise the installation at no charge to the district and will obtain PG&E rebates for the cost of materials.

Due to the significant state-wide demand for Proposition 39 projects to be completed during the summer compounded by the deadlines and requirements associated with application approvals and energy rebates this process has been complicated and thorny. Should this lighting retrofit not be complete by the September 29 rebate deadline a significant savings opportunity may be lost and the process will need to begin again. Should it complete successfully the savings may free up resources that can be directed towards planning and implementation of the remaining Proposition 39 projects.

Our El Dorado small district consortium has again reached out to the El Dorado County Office for future Proposition 39 assistance. Our district will re-evaluate our Proposition 39 plan and resources late September when the outcome of this lighting project is known.



Energy Corps Crew Cost Estimate

Project Title: Gold Trail USD Retrofit

Date: 6/16/2016

Dear Joe,

The California Conservation Corps (CCC) is pleased to present you with this cost estimate for services. Attached you will find all necessary cost, performance and commodity information that supports our quote. The level and types of services requested, including any potential turn-key purchasing we may do in support of achieving project outcomes, may require the CCC to request additional budget authority. In these cases, the authority must be approved and allocated prior to the anticipated commencement of any project. Once signed and dated, the CCC will submit this cost estimate to support its request for such additional budget authority.

The CCC, as a California State department, is a not for profit government entity. The CCC only charges on a fee-for-service basis to cover any funding gaps or unbudgeted expenses as a result of a requirement of a proposed project. Invoicing on an hourly based contract will be billed out on actual expenses not to exceed the total contract amount (i.e., if the CCC estimates two hours to perform a task and it is completed in one hour, you will only be billed one hour). Performance contracts will be billed out per the payment terms in whole for services rendered.

It is important to note that this is an estimate of expenses.

Sponsor Organization: Gold Trail Union School District

Address: 1575 Old Ranch Road

City: Placerville, CA

Zipcode: 95667

Sponsor Representative: Joe Murchison, Superintendent

Contact number: 530-626-3194

Email: jmurchison@gtusd.org

By signing and dating, you are signifying your agreement to the offer and price for services listed herein and agree in good faith to contract for these services with the California Conservation Corps subject to any changes and/or additional terms and conditions agreed to by the parties.

Signature:

Joe Murchison

Date:

6/16/16



Energy Corps Crew Cost Estimate

Project Title: Gold Trail USD Retrofit

Project #:

Date: 6/16/2016

Project Type (Hour/Perf) Hourly

REIMBURSEMENT RATE	\$20.00	
	X	
CREW SIZE CM's	10	= \$ 200.00
	X	↓
# WORK DAYS M-F	6	= \$ 1,200.00
	X	↓
SHIFT HOURS / DAY	10	= \$ 12,000.00
		↓
# WEEKEND DAYS		= \$ -
		↓
TRAVEL Y- N ?	N	
LODGING/PER DIEM OPTION	Hotel	
OTHER/SPECIAL	-\$12,000.00	\$ (12,000.00)
		↓
	SUBTOTAL	\$ -

CM Labor Cost	\$ 12,000.00
Staff OT	\$ -
Travel	\$ -
Materials	\$ -
Equipment	\$ -
Other/Special	\$ (12,000.00)
Project Contingency (5%)	\$ -

Total Project Cost

\$0.00

Project Summery

The California Conservation Corps (CCC) will retrofit as detailed in in th "work Detail Estimate" page. Location of the project is in various sites for the Gold Trai USD. Under technical training and direction and partnership of Whom ever is deemed qualified by Gold Trail USD. The CCC and Gold Trai USD shall hold a pre-job meeting to establish a work and training plan to ensure clear expectations are set. The project holds training value for our crews under the Prop 39 guidelines and shall be funded under the CCC's exiting Prop 39 budget. Any savings acheived by our low or no cost labor source must carry through to the LEA or by leveraging additional ECM's with those savings.

CCC and Sponsor requirements

CCC Provides

1. Provide safety related mehods and on site supervision of de-energizing circuits, testing and lock out tag out procedures in accordance with Cal-Osha rules and regulations
2. Provide crew with installation eletrical hand tools.
 - a) Remove all old lighting equipment and install new lighting ECM's per work detail estimate.
3. Remove and dispose of all debris from work area and ensure cleanliness.
- the RHA project representative
5. Execute and adhere to a CCC Form 96 (Public Entity) (attached
6. Coordinate Scheduling of Project Work with CCC
7. Cooperate on the release of any media notifications or Press Events
8. Provide Sponsor with CCC Sexual Harrassment, EEO and Fraternization Policies.

Sponsor Provides

1. Identification of areas to be worked on each day and coordinating with programs CCC Supervisor.
2. Identification of electrical circuit breakers that control the lighting circuits to de-energize prior to modifying the fixture
3. Provide a qualified individual to verify and inspect work performed by CCC , and assist in the training of industry standard work practices.
4. Furnish all project materials, including the replacement retrofit equipment and incidental elctrical supplies
5. Contract Manager to identify a pre-designated location to place old lamps and ballast.
6. Recycle or dipsose or old removed equipment.
7. Execute and adhere to a CCC Form 96 (Public Entity) (attached here to as Exhibit A and incorporated herein by this reference)
8. Coordinate Scheduling of Project Work with CCC
9. Cooperate on the release of any media notifications or Press Events
9. Aerial lift/Scaffolding training for crew if necessary to complete task.
10. Cooperate on the release of any media notifications or

|

Work Detail Estimate

Gold Trail USD Retrofit

7 Number of Direct Work CM's
80% Work Efficiency Factor

3 Number of Support CM's
Y Sponsor Funded?

QTY	Action	Crew or CM Divider	Hours / Unit	Total Work Hours	Fixture Height	Crew Workdays
Gold Trail						
243	Installing LED 2X4 50W Led Troffer					
	Retrofit Kit ZY-R7-50W	CM	0.5	151.88		2.2
Sutters Mill						
260	Installing LED 2X4 50W Led Troffer					
	Retrofit Kit ZY-R7-50W	CM	0.5	162.50		2.3
16	Installing LED 2X2 36W Led Troffer					
	Retrofit Kit ZY-R7-36W	CM	0.5	10.00		0.1
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
		CM		0.00		0.0
0.5	Project Ramp Up/Down (Days/CM)	CM	10	5		1
						Total Days
Work days are rounded up (portal to portal pricing)						6.00

Gold Trail USD Retrofit

N Sponsor requested pick list?

[illegible]

Gold Trail USD Retrofit

CCC to retain ownership of equipment?

9 of 11

Other/Special Expense Estimate

Gold Trail USD Retrofit

N Sponsor funded 2080 Staff FTE

Temporary Staff Position

FTE	Position	Salary	Benefit %		Sub-total
	Special Corpsmember	\$ 12.50	28.00%	\$	-
	Office Assistant	\$ 2,908.00	39.00%	\$	-
	Bus. Service Assistant	\$ 2,908.00	39.00%	\$	-
	Conservationist I	\$ 3,694.00	39.00%	\$	-
	Conservationist II	\$ 4,537.00	39.00%	\$	-
			39.00%	\$	-
				\$	-

N Sponsor funded 1922 CM FTE

Temporary CM Positions

FTE	Position	Salary	Prog Charge	Prog Charge \$	Sub-total
	Corpsmember/Intern	\$ 20.00	1.00%	\$	-
	Crewleader	\$ 20.00	1.00%	\$	-
	Team Leader	\$ 20.00	1.00%	\$	-
				\$	-

Y Sponsor funded Other Factor

Other Items / Training

QTY	Type	Unit Cost		Sub-total
1	Prop 39 paid Labor	\$ (12,000.00)	\$	(12,000.00)
			\$	-
			\$	-
			\$	-
			\$	-
			\$	(12,000.00)

Rates and Assumptions

Gold Trail USD Retrofit

4 <-- Enter County Code \$ 125.00 Lodging \$ 41.00 Per Diem

Travel Rates/Day

County Code	Lodging Rate	Breakfast	Lunch	Dinner	Incidentals	Combined Subtotal
1	\$ 90.00	\$ 7.00	\$ 11.00	\$ 23.00	\$ -	\$ 131.00
2	\$ 95.00	\$ 7.00	\$ 11.00	\$ 23.00	\$ -	\$ 136.00
3	\$ 120.00	\$ 7.00	\$ 11.00	\$ 23.00	\$ -	\$ 161.00
4	\$ 125.00	\$ 7.00	\$ 11.00	\$ 23.00	\$ -	\$ 166.00
5	\$ 150.00	\$ 7.00	\$ 11.00	\$ 23.00	\$ -	\$ 191.00
6	\$ -	\$ 5.50	\$ 5.50	\$ 5.50	\$ -	\$ 16.50
7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

County Code

- 1 All Other Counties
- 2 Napa Riverside Sacramento
- 3 Los Angeles Orange Ventura Edwards AFB
- 4 Alameda Monterey San Diego San Mateo Santa Clara
- 5 San Francisco Santa Monica
- 6 Camping option
- 7 Sponsor/Other Negotiated Option

\$ 36.96 Staff Overtime Rate

R reimbursement Rate Justification

\$20.00 per Corpsmember hour is the current rate charge to cover expenses for an existing budgeted energy crew that is funded in part by the State of California's General Fund. This rate is partially loaded and includes an equipped crew with a basic set of electrical energy tools that support both energy survey and basic lighting and controls retrofit capability. It does not cover travel beyond 50 miles, per diem, or project specific tools, equipment or operating expenses.

\$27.82 per Corpsmember hour is the current rate charge to cover expenses for a 100% funded (expansion) crew that does not have any matching funds. The rate is loaded and includes an equipped crew with a basic set of electrical energy tools that support both energy surveys and basic lighting and controls capability. In addition, the amount also covers a percentage of overhead staff and operating expense costs that are required with an expansion crew. It does not cover travel, per diem or project specific tools, equipment or operating expenses.

The rates are adjusted annually based on expected funding levels when compared to projected expenses.

CALIFORNIA CONSERVATION CORPS PROJECT EVALUATION

CCC-58

[A] PROJECT DATA

Project/Work Code: B-17-9910		Center Code: 310 PROJECT SUPPORT Location Code: SRA: N
Contract: - -		Resource Category: ENR
Project Title: GOLD TRAIL RETROFIT		
Project Description: THE CALIFORNIA CONSERVATION CORPS (CCC) WILL RETROFIT AS DETAILED IN THE "WORK DETAIL ESTIMATE" PAGE. LOCATION OF THE PROJECT IS IN SEVERAL SITES FOR GOLD TRAIL USD. UNDER TECHNICAL TRAINING AND DIRECTION AND PARTNERSHIP OF WHOME EVER IS DEEMED QUEALIFIED BY GOLD TRAIL USD. THE CCC AND GOLD TRAIL USD SHALL HOLD A PRE-JOB MEETING TO ESTABLISH A WORK AND TRAINING PLAN TO ENSURE CLEAR EXPECTATIONS ARE SET. THE PROJECT HOLDS TRAINING VALUE FOR OUR CREWS UNDER THE PROP 39 GUIDELINES. ANY SAVINGS ACHIEVED BY OUR LOW OR NO COST LAB ...		

[B] SPONSOR INFORMATION

Agency Code: 60400	Sponsoring Agency: GOLD TRAIL USD	Address: 1575 OLD RANCH RAD	
City: PLACERVILLE	State: CA	ZIP: 95667-	
Sponsor Representative: JOE MURCHISON	Title: SUPERINTENDENT	Phone: (530) 626-3194	
Technical Supervisor: MIKE COLOMB	Title: NEW BUSINESS DEVELOPMENT	Phone: (916) 799-6885	

[C] EMERGENCY RESPONSE INFORMATION

CDF Incident # -	Request # -	OES # -	HQ Ref. # -
CCC Index #	Corpsmember Overtime Pay Serial # Email: MIKE@ENERGYBASEDSOLUTIONS-US.COM		

[D] ESTIMATE INFORMATION

Hours: 600
Start Date: / /

[E] WORKSITE INFORMATION

Directions to Worksite Location: VARIOUS LOCATIONS FOR THE GOLD TRAIL UNION SCHOOL DISTRICT.		
ZIP: 95667-	County Code: 09	County: EL DORADO

[F] FOR HQ USE ONLY

JUAN MUY 06/16/2016, 4:50pm

Received:	Logged:	Verified:
Analyst:	Entered:	Checked:

[G] EDUCATIONAL ACTIVITIES

Sponsor: Educational presentation to increase Corpsmember understanding of the natural environment. Length of time scheduled: 1.00 Hrs.
a representative will present an overview of the facility and enviromental impact in which this project will make as well as addressing current energy measures that have taken place.

CCC: The CCC will be doing the following work/learn activities. Length of time scheduled: 1.00 Hrs.
Using skills aquired Corpmembers will expand their knowledge though work learn experience from crew supervisor learning and fine tune their skills that will greatly reduce the impact of energy usage.

[H] EQUIPMENT, MATERIALS, AND LABOR

To be supplied by Sponsor:
SEE ATTACHED "GOLD TRAIL USD ENERGY
CREW COST ESTIMATOR" PAGE THREE UNDER
"SPONSOR PROVIDES"

To be supplied by CCC:
SEE ATTACHED "GOLD TRAIL USD ENERGY
CREW COST ESTIMATOR" PAGE THREE UNDER
"CCC PROVIDES"

Special SPIKE equipment needed by crew:

SPIKE Information (description and location of housing):

[I] NARRATIVE ON HOW PROJECT WILL MEET ALL LEGISLATIVELY MANDATED OBJECTIVES
(Assign a numerical rating: 0=none, 1=low, 2=medium, 3=high)

Conserving, improving, developing natural resources, maintaining environmentally important lands or waters. RATING: 3
Teaching corpsmembers basic retrofit techniques will assist both schools to implement energy savings opportunities, thus saving the state energy a ...

Providing public benefit or access (Estimated visitor use, increased safety, reduced maintenance costs, etc. RATING: 3
The public will benefit from energy saving measures implemented during the retrofit by reducing carbon emissions and cost savings to tax payers

Providing Corpsmembers with opportunities for training in employable skills (e.g. specific tools and use, fire control, carpentry) RATING: 3
Corpsmember will learn to recognize current lighting technologies and implement new energy efficient retrofit kits. this will enhance their skills and assi

[J] PROJECT CHECKLIST & SIGNATURE BLOCKS

SIGNING THIS DOCUMENT VERIFIES THAT:

- A Sponsor Agreement (CCC 96) is on file at Headquarters.
- If a reimbursable project, a CCC-96A or STD-13 agreement has been submitted to Headquarters.
- If the Sponsor is a non-profit entity, a statement of non-profit status and Private Property/Sponsor Authorization form have been submitted to HQ.
- If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization has been submitted to HQ.
- The project conforms to CCC's Injury and Illness Prevention Program (IIPP)

Project Coordinator:

Print

Sign

Date:

JUAN MUY

Center Director:

THE SPONSOR REPRESENTATIVE AGREES TO THE FOLLOWING:

- If there are hazardous materials present, the sponsor has provided the location, identity, and amounts of any hazardous substances at the worksite and provided all Material Safety Data Sheets for hazardous materials that are present at the worksite

OR

- To the best knowledge of the sponsor, the worksite is free of any known hazardous materials.

AND

- That all applicable local, state, and federal permits, approvals, and clearances have been obtained.

Sponsor Representative:

Print

Sign

Date:

JOE MURCHISON

Joe Murchison 6-20-16

Project Description: (cont.)

THE PROP 39 GUIDELINES. ANY SAVINGS ACHIEVED BY OUR LOW OR NO COST LABOR SOURCE MUST CARRY THROUGH TO THE LEA OR BY LEVERAGING ADDITIONAL ECM'S WITH THOSE SAVINGS

LEGISLATIVE MANDATE - Natural Resources: (cont.)

implement energy savings opportunities, thus saving the state energy and reducing carbon footprint.

LEGISLATIVE MANDATE - Corpsmember Skills: (cont.)

new energy efficient retrofit kits. this will enhance their skills and assist them in future employment.

CALIFORNIA CONSERVATION CORPS1719 24th Street, Sacramento, CA 95816www.ccc.ca.gov

CCC-96 (REV. 12/2015)

**SPONSOR AGREEMENT (CCC-96)
(for Governmental Entity – Local)**

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: Gold Trail Union School District, a State of California Local Public Entity (Sponsor).

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as "the parties") agree as follows:

A. Documentation of Projects

1. Sponsor shall submit project proposals to the CCC.
2. The CCC shall work with Sponsor to include details of project proposals in CCC Form 58 and/or other appropriate forms and documentation where applicable ("the project paperwork").

3. No project work will begin without a CCC Form 58 being signed by the parties' representatives.
4. The project paperwork for any project necessarily incorporates into it this Agreement.

B. Parties Obligations:

1. Sponsor agrees:
 - a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project paperwork;
 - b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project paperwork;
 - c. To provide adequate technical supervision as determined and agreed to by the parties;
 - d. To obtain approvals and permits required by any local, state or federal entity necessary to commence working on and/or completing the work identified in the project paperwork;
 - e. To the extent any project involves the CCC performing work on private property, it will obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners of said private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;
 - f. To the extent any project involves trade unions or labor organizations, to obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
 - g. To provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor will provide the location, identity, and amounts of such hazardous materials as well as the Safety Data Sheets associated therewith;
 - h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel actually engaged in working on a project if: (1) the project is located at a site that is more than a one hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
 - i. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project;
 - j. To work with the CCC to conduct an additional educational or training presentation at the CCC base center or project site to CCC corpsmembers; and,
 - k. To explore the possibility of authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project and the date. Any such sign, plaque or emblem shall be consistent in size and design to its surroundings at the project site.

2. CCC agrees to:
 - a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project paperwork for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities.
 - b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project paperwork. The CCC shall only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,
 - c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.
3. The Sponsor and CCC mutually agree to the following:
 - a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
 - b. Mutual Indemnification:
 - i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project paperwork.
 - ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project paperwork;
 - c. Insurance:
 - i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of the law relating to such liability. Pursuant to those procedures, tort liability claims should be submitted to the California Victims Compensation and Government Claims Board (Government Claims Division, P.O. Box 3034, Sacramento, CA 95812-3035) in accordance with the California Government Code provision and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims may be forward to the California Department of General Services, Office of Risk and Insurance Management (hereinafter "ORIM"), Claims

Unit, 1325 J Street, Suite 1800, Sacramento, California 95814. It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

- ii. The California Department of Personnel Administration has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and corpmembers as required by the California Labor Code.
- d. The California Labor Code Section 1720.4(a)(3) specifically exempts the CCC from paying state prevailing wages to corpmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
- e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
- f. Improvements and Land Use:
 - i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor shall remain the property of the Sponsor;
 - ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;
- g. Emergency Services and Possible Delays:
 - i. The CCC is required to provide emergency services if directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services, Department of Forestry and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
 - ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency

- conditions. The parties agree that any delay in completing the work by the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor;
- iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be borne by the party incurring such costs.
 - h. All contracts relating to the construction or operation of a project shall contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave;
 - i. Budget Contingencies:
 - i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project paperwork and Sponsor shall not be obligated to perform any provisions of this Agreement or related project paperwork.
 - ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with no liability occurring to the State of California or CCC, or offer to an Agreement amendment to Sponsor reflecting the reduced amount.
 - j. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
 - k. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
 - l. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
 - m. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
 - n. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
 - o. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and
 - p. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and


perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

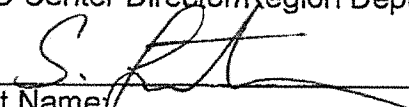
Sponsor Information:

Sponsor Name:	Sponsor Department:
GOLD TRAIL UNION SCHOOL DISTRICT	
Address:	
1575 OLD RANCH ROAD, PLACERVILLE, CA 95667	
Contact Person:	Phone:
Wendy Scarlett or Joe Murchison	
Email Address:	
wscarlett@gtusd.org jmurchison@gtusd.org	

SIGNATURES

In Witness Whereof, the parties have agreed to the condition of this Agreement as of the date shown below.

Sponsor Representative Signature:	
	6-20-16
Print Name:	Date:
Joe Murchison	

CCC Center Director/Region Deputy Signature:	
	
Print Name:	Date:
SCOTT LINTON	6-27-16

AGENDA ITEM 9.0

ACTION ITEM: First Reading of Board Policies, Administrative Regulations and Board Bylaws

BACKGROUND

The District receives from the California School Boards Association periodic updates of Policies, Regulations and Bylaws that reflect current law and court decisions. The following roster is brought forward with the California School Board Association's recommendations.

ATTACHMENTS

- CSBA Policy Guide Sheet
- BP/AR 1230, School Connected Organizations (BP/AR Revised)
- BP 2121, Superintendent's Contract (BP Revised)
- BP/AR 3311, Bids (BP/AR Revised)
- BP/AR 3541.2, Transportation for Students with Disabilities (BP Revised; AR Deleted)
- BP 3580, District Records (BP Revised)
- BP/AR/E 4112.24, Teacher Qualifications Under the No Child Left Behind Act (BP/AR/E Deleted)
- E 5145.6, Parental Notifications (E Revised)
- BB 9222, Resignation (BB Revised)
- BB/E 9270, Conflict of Interest (BB/E Revised)
- BB 9321, Closed Session Purposes and Agendas (BB Revised)

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

Approve the roster for first reading.

NOTES

<i>ACTION</i>		<i>Moved</i>		<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

POLICY GUIDE SHEET

Page 1 of 2

BP/AR 1230 - School-Connected Organizations

(BP/AR revised)

Policy and regulation updated to clarify the relationship between the district and a school-connected organization, such as a booster club, parent-teacher organization, or other nonstudent organization. Policy adds material regarding the establishment of such organizations as separate legal entities subject to their own bylaws and rules, delegates the responsibility to approve organizations' fundraisers to the superintendent or designee, and reflects legal requirement that donations and participation in fundraising activities be voluntary. Regulation adds authority of the district to revoke an organization's authorization to conduct activities in the district when necessary, and adds rules designed to maintain the organization's status as a separate entity from the district based on recommendations in the Fiscal Crisis and Management Assistance Team's guidebook updated in 2015.

BP 2121 - Superintendent's Contract

(BP revised)

Policy updated to clarify the conditions under which the Governing Board may meet in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss superintendent contact, salary, or compensation paid in the form of fringe benefits.

BP/AR 3311 - Bids

(BP/AR revised)

Policy and regulation updated to include requirements for districts that choose to use the alternative Uniform Public Construction Cost Accounting Act (UPCCAA) for contracting for public works projects. Policy and regulation also updated to reflect **NEW LAW** (AB 1358, 2015) which authorizes a district to award a design-build contract for a public works project in excess of \$1 million on the basis of either low bid or "best value," as defined. Regulation also reflects new 2016 bid limit established by the Superintendent of Public Instruction for specified projects, and adds new section on "Lease-Leaseback Contract" reflecting legal requirements and **NEW COURT DECISION** (McGee v. Balfour Beatty Construction LLC).

BP/AR 3541.2 - Transportation for Students with Disabilities

(BP revised; AR deleted)

Policy updated to clarify the policy's applicability to students receiving services pursuant to Section 504 of the federal Rehabilitation Act of 1973, add sample criteria for individualized education program (IEP) teams to use when determining a student's transportation needs, and add material re: the provision of information to IEP teams. Regulation deleted and material moved to BP re: provision of alternative transportation when a student is excluded from school bus transportation for a disciplinary or other reason, assurance that a contract with a nonpublic, nonsectarian school or agency addresses transportation as necessary, and transportation of service animals.

BP 3580 - District Records

(BP revised)

Policy updated to reflect legal requirement to disclose any breach of security of district records that contain personal information, as defined, by providing a written or electronic notification that meets the content and formatting requirements specified in law.

BP/AR/E(1)/E(2) 4112.24 - Teacher Qualifications Under the No Child Left Behind Act

(BP/AR/E deleted)

Policy, regulation, and exhibits deleted since **NEW FEDERAL LAW** (P.L. 114-95) repealed requirements that teachers meet criteria of "highly qualified" teachers, as defined.

POLICY GUIDE SHEET

Page 2 of 2

E 5145.6 - Parental Notifications

(E revised)

Exhibit updated to delete parental notification related to the high school exit examination, suspended through the 2017-18 school year pursuant to **NEW LAW** (SB 172), and notifications repealed by **NEW FEDERAL LAW** (P.L. 114-95) including notices related to the identification of a school or district for program improvement, availability of supplemental educational services to eligible students in schools identified for program improvement, and failure to make "adequate yearly progress." Item revised to reflect P.L. 114-95 requirement to notify parents/guardians when their child is taught for four or more weeks by a teacher who does not meet state certification requirements. Exhibit also adds notices related to a breach of security of district records containing personal information, exemption of a homeless student from local graduation requirements, and child care and development program operations including approval/denial of subsidized services, a change in the level of service, and fees.

BB 9222 - Resignation

(BB revised)

Bylaw updated to clarify the effective date of a resignation of a member of the board, the need for the board to fill the vacancy by ordering an election or making a provisional appointment as appropriate, and the need for the resigning member to file a revised Statement of Economic Interest/Form 700.

BB/E 9270 - Conflict of Interest

(BB/E revised)

Bylaw reorganized and updated to reflect requirement to submit the conflict of interest code to the code reviewing body (i.e., county board of supervisors or Fair Political Practices Commission, as appropriate) by the deadline established by the code reviewing body, merge material on the "rule of necessity" into the section "Conflict of Interest under the Political Reform Act," expand material on "noninterests" in the section "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract" to include additional examples of noninterests, and include the exceptions to the gift limitation. Exhibit revised to update legal citations.

BB 9321 - Closed Session Purposes and Agendas

(BB revised)

Bylaw updated to clarify that the Board may not meet in closed session under the "personnel exception" (Government Code 54957) of the Ralph M. Brown Act to discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline. "Negotiations/Collective Bargaining" section revised to reflect that the Board may meet with the district's designated representatives in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent.

CSBA Sample Board Policy

Community Relations

BP 1230(a)

SCHOOL-CONNECTED ORGANIZATIONS

Note: The following **optional** policy should be revised to reflect district practice.

For purposes of this Board policy, the term "school-connected organization" includes booster clubs, parent-teacher associations aligned with the California State PTA, or other parent-teacher organizations. These organizations generally raise **money-funds** for classroom activities or activities at specific schools. For policy language about a district's relationship with a foundation **regarding educational foundations**, see BP 1260 - Educational Foundation. **For policy regarding associated student body organizations, see BP 3452 - Student Activity Funds.**

~~Generally, the funds raised by school-connected organizations benefit a single school.~~ In some districts, there may be legal or equity concerns that result from the benefit provided to a particular school while other schools in the district do not receive the benefit from the additional resources. For example, pursuant to state and federal law (Education Code 200-262.4; 5 CCR 4900-4965; 20 USC 1681-1688), the Governing Board is responsible for ensuring that the district's athletic program provides equivalent opportunities for both males and females. Booster club activities must be included in the district's analysis of the equivalent opportunities provided by each school. See BP/AR 6145.2 - Athletic Competition. Because school-connected organizations are generally separate legal entities, if a concern arises regarding the equitable distribution of funds, the Superintendent or designee should consult with the leadership of such organizations and district legal counsel. For language regarding acceptance of gifts and grants, see BP 3290 - Gifts, Grants, and Bequests.

The Governing Board recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting **the district's educational** and extracurricular programs, ~~such as athletic teams, debate teams, or musical groups.~~ The Board appreciates the contributions made by such organizations ~~and encourages their interest and participation in supporting district activities and helping to achieve the district's~~ **toward the Board's vision for student learning and for providing all district students with high-quality educational opportunities.**

(cf. 0200 - Goals for the School District)

(cf. 6020 - Parent Involvement)

Note: The following optional paragraph may be revised to reflect district practice. See the accompanying administrative regulation for details regarding the types of information that the district might require to be included in a school-connected organization's request to operate within the district or school.

Persons proposing to establish a school-connected organization shall submit a request to the Board for authorization to operate **within the district or at the-a district school.**

Note: Generally, booster and parent clubs are separate legal entities from the district and thus are not under the control or the responsibility of district personnel. **The district should consult legal counsel if it has any questions about its appropriate relationship with school-connected organizations.**

SCHOOL-CONNECTED ORGANIZATIONS (continued)

Certain tax-exempt organizations may be required to register with the state Attorney General's Registry of Charitable Trusts. As part of this registration, the organization may also be required to file copies of the organization's articles of incorporation and other documents governing its operations.

~~The Board recognizes that school connected organizations are separate legal entities, independent of the district.~~ **A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.**

Note: **School-connected organizations are required to comply with law. For example, pursuant to Education Code 51520, food sales by outside organizations may must not compete with the district's school nutrition program and must comply with the state and/or federal nutritional standards specified in (Education Code 49431-49431.2 49431.7; 5 CCR 15500-15501, 15575-15578; 7 CFR 210.11, 220.12).** See BP/AR 3554 - Other Food Sales.

~~The Board encourages school connected organizations to consider the impact of fund raising activities on the overall school and district program.~~ **In addition,** activities by school-connected organizations shall ~~not conflict~~ **be conducted in accordance** with law, Board policies, administrative regulations, ~~or and~~ any rules of the sponsoring school.

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

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Note: The following optional paragraph may be revised to reflect district practice. The Fiscal Crisis and Management Assistance Team (FCMAT), in its 2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference, suggests rules governing the relationship between the district and booster clubs and other school-connected organizations. For examples of such rules, see the accompanying administrative regulation.

~~In addition,~~ The Superintendent or designee shall establish appropriate ~~internal controls rules~~ for the relationship between school-connected organizations and the district.

SCHOOL-CONNECTED ORGANIZATIONS (continued)

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

(cf. 1330 - Use of School Facilities)

(cf. 3452 - Student Activity Funds)

A school-connected organization may consult with the principal to determine school needs and priorities.

Note: Pursuant to Education Code 49011, the district is permitted to solicit voluntary donations, participate in fundraising activities, or provide prizes or other recognition for participants in fundraising activities. However, the district must not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student and shall not remove, or threaten to remove, from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student. See BP 3260 - Fees and Charges.

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary. (Education Code 49011)

(cf. 3260 - Fees and Charges)

Legal Reference: (see next page)

SCHOOL-CONNECTED ORGANIZATIONS (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

35160 Authority of governing boards

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

48931 Authorization for sale of food by student organization

48932 Authorization for fund-raising activities by student organization

49011 Student fees

~~49431 Sale of food to elementary students during the school day~~

~~49431.2 Sale of food to middle, junior, or high school students~~

~~49431.5 Sale of beverages at elementary, middle, or junior high schools~~

49431-49431.7 Nutritional standards

51520 Prohibited solicitation on school premises

51521 Fund-raising project

BUSINESS AND PROFESSIONS CODE

17510-17510.95 Solicitations for charitable purposes

25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

12580-12599.7 Fundraisers for Charitable Purposes Act

PENAL CODE

319-329 Lottery, raffle

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

15500 Food sales in elementary schools

15501 Food sales in high schools and junior high schools

15575-15578 Requirements for foods and beverages outside the federal meals program

CODE OF REGULATIONS, TITLE 11

300-312.1 Fundraising for charitable purposes

UNITED STATES CODE, TITLE 20

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

CODE OF FEDERAL REGULATIONS, TITLE 7

210.11 Competitive food services

220.12 Competitive food services

COURT DECISIONS

Serrano v. Priest, (1976) 18 Cal. 3d 728

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

~~1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4 89~~

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference

WEB SITES

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

California Office of the Attorney General, charitable trust registry: <http://caag.state.ca.us/charities>

California State PTA: <http://www.capta.org>

Fiscal Crisis and Management Assistance Team (FCMAT); <http://www.fcmat.org>

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Policy Reference UPDATE Service

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CSBA Sample

Administrative Regulation

Community Relations

AR 1230(a)

SCHOOL-CONNECTED ORGANIZATIONS

Note: The following **optional** administrative regulation should be modified to reflect district practice.

Although school-connected organizations are generally separate legal entities and in some cases may be subject to the financial policies and bylaws of a state or national organization, districts have the authority to approve the ability of a school-connected organization to operate within the district or a district school. Items #1-10 below are based on internal control procedures for booster clubs, foundations, and other parent-teacher associations developed by The Fiscal Crisis and Management Assistance Team (FCMAT), in its **2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference**, recommends that persons be required to complete an application, containing at least the information reflected in items #1-10 below, in order to form a school-connected organization. A sample application form is available in the FCMAT manual. However, districts may consider establishing different procedures for different types of entities depending on an entity's fiscal controls and organizational structure. For example, local units of the PTA that are chartered by the state PTA are subject to the internal financial policies and bylaws of the statewide PTA; therefore a different level of district oversight may be sufficient.

Persons proposing to establish a school-connected organization shall submit a request to the Governing Board for authorization to operate at the school. The A school-connected organization's request for authorization to operate within the district or at a district school shall contain, as appropriate:

1. The name and purpose of the organization
2. The date of application
3. Bylaws, rules, and procedures under which the organization will operate, including procedures for maintaining the organization's finances, membership qualifications, if any, and an agreement that the group will not engage in unlawful discrimination

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

4. The names, addresses, and phone numbers of all officers
5. A list of specific objectives
6. An agreement to grant the district the right to audit the group's financial records at any time, either by district personnel or a certified public accountant, whenever any concern is raised regarding the use of the funds
7. The name of the bank where the organization's account will be located and the names of those authorized to withdraw funds
8. The signature of the principal of the supporting school

SCHOOL-CONNECTED ORGANIZATIONS (continued)

9. Planned use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future

Note: Education Code 38134 requires school-connected organizations to insure against any liability resulting from the organization's negligence during an organization-sponsored event on school facilities. See BP/AR 1330 - Use of School Facilities.

10. An agreement to provide evidence of liability **and/or directors and officers** insurance **as when and in the manner** required by law

(cf. 1330 - Use of School Facilities)

Note: The following **optional** paragraph requires an organization to request renewal of the authorization from the Superintendent or designee on an annual basis. Districts that allow for an automatic renewal or that require approval from the Governing Board should modify the following paragraph accordingly.

Requests for subsequent authorization shall be **presented annually submitted** to the Superintendent or designee **annually**, along with a financial statement showing all income and expenditures from fundraisers. If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall present his/**her** recommendation to the **Governing** Board for approval.

When deemed necessary by the Board or the Superintendent or designee, the authorization for a school-connected organization to conduct activities in the district may be revoked at any time.

Note: ~~The following paragraph should be modified to reflect district practice. Items #1-5 below reflect recommendations in FCMAT's 2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference and may be revised to reflect district practice.~~

~~Upon consent of the Superintendent or designee, school-connected organizations may use the school's name, school team's name, or any logo attributable to the school or district.~~

Each school-connected organization shall abide by the following rules:

- 1. The organization shall not act as an agent of the district or school.**
- 2. The organization shall not use the district's tax-exempt status and identification number. It shall be responsible for its own tax status, accounting, internal controls, financial reporting, retention of records, and other operations.**
- 3. The organization shall use a separate name and logo. Any use of a name or logo affiliated with the district, a district school, or a school team shall require the prior consent of the Superintendent or designee.**

SCHOOL-CONNECTED ORGANIZATIONS (continued)

- 4. Funds of the school-connected organization shall not be co-mingled with district funds, including associated student body funds.**
- 5. ~~The school-connected organizations are prohibited from hiring~~ shall not hire or directly paying **any** district employees. ~~Organizations may make donations to the district to cover the costs of additional employees, but only if such positions are approved in advance by the Board.~~ **If a school-connected organization wishes to pay for additional and/or extracurricular services, the person to provide the services shall be hired through the district's personnel department, provided the Board approves the position.** At their discretion, employees may volunteer to perform activities for school-connected organizations during nonworking hours.**

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

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CSBA Sample

Board Policy

Administration

BP 2121(a)

SUPERINTENDENT'S CONTRACT

Note: The following **optional** policy should be modified to reflect district practice.

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 - Goals for the School District)

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 4312.1 - Contracts)

(cf. 9000 - Role of the Board)

Note: The following list of contract components is consistent with a template for superintendent contracts developed by CSBA. The annotated template contract with additional context and suggestions is available by contacting legal@csba.org.

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work

Note: The contract should include the salary, health and welfare benefits, and other compensation for the position, as provided in item #3 below. Federal law (26 USC 105; 42 USC 300gg-16; 26 CFR 1.105-11) prohibits favoring "highly compensated" individuals (i.e., the highest paid 25 percent of all employees, with specified exceptions) in terms of the level of benefits provided. Although implementation of this provision with respect to group health plans has been delayed until the issuance of federal regulations or guidance, it is recommended that districts prepare to comply with the expected rules. See AR 4154/4254/4354 - Health and Welfare Benefits.

3. Salary, health and welfare benefits, and other compensation for the position

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

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel Expenses)

SUPERINTENDENT'S CONTRACT (continued)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

(cf. 4161.5/4261.5/4361.5 - Military Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

7. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

Note: Pursuant to Education Code 35031, the Governing Board must notify the Superintendent at least 45 days in advance if it decides to not reemploy him/her. If the Board fails to provide the required prior written notice, the Superintendent shall be deemed reemployed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation.

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in a timely manner of the requirement to give notice

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

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

SUPERINTENDENT'S CONTRACT (continued)

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

Note: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of an employee, ~~except proposed compensation, may appropriately be discussed in closed session.~~ **may be discussed in closed session under the "personnel exception."** However the Board may not discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline in closed session under this exception. In San Diego Union v. City Council, a California Court of Appeal held that the "personnel exception" provided in Government Code 54957 does not extend to discussions of salary and compensation.

Notwithstanding Government Code 54957, the Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Atty. Gen. 209 (1974) that a board may only meet in closed session for such purposes with a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The Attorney General's publication "The Brown Act: Open Meetings for Local Legislative Bodies" (2003), also states that the "labor exception" applies to meeting in closed session to instruct its representatives concerning negotiations with prospective employees. Boards wishing to discuss the superintendent's salary in closed session under the "labor exception" are encouraged to consult legal counsel before doing so.

In addition, pursuant to Government Code 54956, the Board is prohibited from deliberating on the salary or other compensation of the Superintendent at a special meeting. See BB 9320 - Meetings and Notices and BB 9321 - Closed Session Purposes and Agendas.

The following paragraph should be revised to reflect district practice.

The Board ~~shall~~ **may** deliberate ~~in closed session~~ about the terms of the contract, ~~except that~~ **in closed session at a regular meeting. Discussions regarding the salary, salary schedule, or other compensation shall be discussed in public at a regular meeting in.** **may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent.** (Government Code 54956, 54957, **54957.6**)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

SUPERINTENDENT'S CONTRACT (continued)

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

The Board shall **ratify take final action on** the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262, **54957.6**)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Termination of Contract

Note: Pursuant to Government Code 53260, every employee contract must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to his/her monthly salary multiplied by the number of months left on the contract. For a superintendent contract executed prior to January 1, 2016, if the unexpired term is greater than 18 months, this maximum is equal to the monthly salary multiplied by 18. For a superintendent contract executed on or after January 1, 2016, Government Code 53260, as amended by AB 215 (Ch. 240, Statutes of 2015), provides that the maximum cash settlement is the monthly salary multiplied by 12. Cash settlements may be less than these maximums. The district must make termination agreements available to the public upon request. See AR 4117.5/4217.5/4317.5 - Termination Agreements.

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

Note: AB 215 (Ch. 240, Statutes of 2015) amended Government Code 53260 to eliminate the option to provide a settlement equivalent to up to six months' salary when the Superintendent's contract is terminated for specified causes.

However, when the termination of the Superintendent's contract is based upon the Board's

SUPERINTENDENT'S CONTRACT (continued)

belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

*Legal Reference:***EDUCATION CODE**35031 *Term of employment*41325-41329.3 *Conditions of emergency apportionment***GOVERNMENT CODE**3511.1-3511.2 *Local agency executives*53243-53243.4 *Abuse of office*53260-53264 *Employment contracts*54954 *Time and place of regular meetings*54956 *Special meetings*54957 *Closed session personnel matters*54957.1 *Closed session, public report of action taken***54957.6 Closed sessions regarding employee matters****UNITED STATES CODE, TITLE 26**105 *Self-insured medical reimbursement plan; definition of highly compensated individual***UNITED STATES CODE, TITLE 42**300gg-16 *Group health plan; nondiscrimination in favor of highly compensated individuals***CODE OF FEDERAL REGULATIONS**1.105-11 *Self-insured medical reimbursement plan***COURT DECISIONS*****San Diego Union v. City Council, (1983) 146 Cal.App.3d 947*****ATTORNEY GENERAL OPINIONS****57 Ops. Cal. Atty. Gen. 209 (1974)***Management Resources:***CSBA PUBLICATIONS***Superintendent Contract Template, 2015***ATTORNEY GENERAL PUBLICATIONS*****The Brown Act: Open Meetings for Local Legislative Bodies, 2003*****WEB SITES**CSBA: <http://www.csba.org>Association of California School Administrators: <http://www.acsa.org> <http://www.acsa.org>**Office of the Attorney General, Dept. of Justice: <http://caag.state.ca.us/>****(11/04 11/11) 12/15 (11/11 12/15) 6/16****Policy Reference UPDATE Service**Copyright 2016 by **California School Boards Association**, West Sacramento, California 95691

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Board Policy

Business and Noninstructional Operations

BP 3311(a)

BIDS

Note: ~~The following optional policy and accompanying mandated administrative regulation are for districts that have not adopted the Uniform Public Construction Cost Accounting Act (Public Contract Code 22030-22045). California law requires competitive bidding for most public contracts.~~ Pursuant to Public Contract Code 20111 and 22002, public contracts for the lease or purchase of equipment, materials, supplies, or services or for "public projects," as defined, are required to be competitively bid when they involve expenditure of specified amounts. **An alternative procedure for public works projects is provided pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22030-22045), as described below.**

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. **In When** leasing, **or purchasing, or contracting for** equipment, materials, supplies, or services for the district, **including and** when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such **leases and purchases contracts** shall be made using competitive bidding.

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

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of ~~Public Contract Code 20111-20118.4~~ **regarding contracting after competitive bidding.** (Public Contract Code 20116, **22033**)

Note: Requirements for competitive bidding, including notice and advertising, are specified in Public Contract Code ~~20111~~ **20110**-20118.4. See the accompanying administrative regulation.

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

Note: Pursuant to Public Contract Code 20111.5, the district is permitted, but not required, to establish prequalification procedures for any contract for which bids are legally required; see the accompanying administrative regulation. However, pursuant to Public Contract Code 20111.6, a district with average daily attendance of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for public projects of \$1 million or more awarded on or after January 1, 2014, if School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds are used. In addition, the Governing Board is required to adopt a uniform system of rating bidders based on completed questionnaires and financial statements which must address, at a minimum, the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations for such purpose.

BIDS (continued)

~~The Superintendent or designee shall develop the procedures to be used for rating bidders.~~ For award of contracts which, by law or Board policy, require prequalification, **the** ~~The~~ procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

(cf. 9270 - Conflict of Interest)

Note: Districts should be careful in crafting bid specifications, as a misleading specification that results in a lower bid than might have been made may make the district liable for the extra work done or expenses incurred by the contractor. In Los Angeles Unified School District v. Great American Insurance Co., the California Supreme Court held in favor of a contractor who was misled by the district's nondisclosure of material information that would have affected the contractor's bid.

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required, and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Note: Pursuant to Public Contract Code 20111, a contract required to be put out to bid must be awarded to the lowest responsible bidder. A "responsible bidder" is one who possesses the quality, fitness, and capacity to satisfactorily perform the proposed work. (City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court)

However, a bid may be awarded to other than the "lowest responsible bidder" when conditions specified in law exist. For example, a district is permitted to give preference to minorities, women, veterans, and small businesses in accordance with Public Contract Code 2000-2002. **In addition, Education Code 17250.10-17250.55, as added by AB 1358 (Ch. 752, Statutes of 2015), authorize the district to award a design-build contract for a public works project in excess of \$1 million on the basis of either low bid or "best value," as defined. Also** See "Award of Contract" section in the accompanying administrative regulation.

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

Note: Pursuant to Public Contract Code 20118, districts may be exempt from the bidding requirements and may "piggyback" onto the bid of any public corporation or agency for specific items when the Board determines it is in the best interest of the district. See the accompanying administrative regulation for a list of those items that may be leased or purchased using this procedure.

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

BIDS (continued)

Note: The following optional paragraph is for use by districts that have elected to use the alternative contracting procedure for public works pursuant to the UPCCAA (Public Contract Code 22030-22045) and should be deleted by districts that have not elected to use such alternative procedure. Pursuant to Public Contract Code 22030, the district may participate in the UPCCAA only if the Board adopts a resolution requiring the use of the UPCCAA in district contracting and notifies the State Controller of that action. In the event of a conflict with any other provision of law relative to bidding procedures, the UPCCAA shall apply to any district that has adopted a resolution and so notified the Controller. According to the California Uniform Construction Cost Accounting Commission's "Frequently Asked Questions," available on its web site, withdrawal from the UPCCAA requires the Board to file a resolution of the election to withdraw with the State Controller.

In electing to be subject to the UPCCAA, a district thereby agrees to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission. According to the "Frequently Asked Questions" on the Commission's web site, school districts may use the statewide Standardized Account Code Structure to comply with tracking requirements.

Pursuant to Public Contract Code 22032, projects of \$45,000 or less may be performed by the district's own work force; projects of \$175,000 or less may use a more informal bidding procedure as specified; and projects over \$175,000 require formal bidding procedures. See the accompanying administrative regulation for related requirements.

In circumstances where the informal bidding procedure is authorized, Public Contract Code 22034 allows the Board to delegate the authority to award contracts to an appropriate district administrator. Public Contract Code 22039 allows the Board to delegate the adoption of plans, specifications, and working details for projects subject to formal bidding procedures. The following paragraph may be revised to reflect district practice.

For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

Legal Reference: (see next page)

BIDS (continued)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act*

17250.10-17250.55 *Design-build contracts*

17406 *Lease-leaseback contract*

17595 *Purchase of supplies through Department of General Services*

17602 *Purchase of surplus property from federal agencies*

38083 *Purchase of perishable foodstuffs and seasonable commodities*

38110-38120 *Apparatus and supplies*

39802 *Transportation services*

CODE OF CIVIL PROCEDURE

446 *Verification of pleadings*

GOVERNMENT CODE

4217.10-4217.18 *Energy conservation contracts*

4330-4334 *Preference for California-made materials*

6252 *Definition of public record*

53060 *Special services and advice*

54201-54205 *Purchase of supplies and equipment by local agencies*

PUBLIC CONTRACT CODE

1102 *Emergencies*

2000-2002 *Responsive bidders*

3000-3010 *Roofing projects*

3400 *Bids, specifications by brand or trade name not permitted*

3410 *United States produce and processed foods*

6610 *Bid visits*

12200 *Definitions, recycled goods, materials and supplies*

20101-20103.7 *Public construction projects, requirements for bidding*

20103.8 *Award of contracts*

20107 *Bidder's security*

~~20114~~ 20110-20118.4 *Contracting by school districts*

20189 *Bidder's security, earthquake relief*

22002 *Definition of public project*

22030-22045 *Alternative procedures for public projects (UPCCAA)*

22050 *Alternative emergency procedures*

22152 *Recycled product procurement*

COURT DECISIONS

***McGee v. Balfour Beatty Construction, LLC, et al.* (4/12/16, No. B262850)**

Davis v. Fresno Unified School District, ~~F068477~~, (2015) **237 Cal.App.4th 261**

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739

Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425

Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241

Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 *Ops.Cal.Atty.Gen.* 1 (2006)

Management Resources: (see next page)

BIDS (continued)

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION PUBLICATIONS

Cost Accounting Policies and Procedures Manual

Frequently Asked Questions

WEB SITES

CSBA: [http:// www.csba.org](http://www.csba.org)

California Association of School Business Officials: <http://www.casbo.org>

California Uniform Construction Cost Accounting Commission: http://www.sco.ca.gov/ard_cuccac.html

(7/08 8/13) 5/16

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311(a)

BIDS

Note: Pursuant to Government Code 54202, districts are **mandated** to ~~adopt~~ **establish** bidding procedures governing the purchase of equipment and supplies, **as specified in the following administrative regulation.**

~~The following administrative regulation is for use by districts that have not adopted the provisions of the Uniform Public Construction Cost Accounting Act (UPCCAA). Procedures and bid limits under the UPCCAA are specified in Public Contract Code 22030-22045.~~

Advertised/Competitive Bids

The district shall advertise for competitive bids when any public project contract involves an expenditure of \$15,000 or more. *Public project* means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

Note: For items #1-3 below, Public Contract Code 20111 requires the Superintendent of Public Instruction (SPI) to annually establish a bid limit that reflects U.S. Department of Commerce data. The following **optional** paragraph allows the amount to escalate automatically once the SPI has made the annual determination. For ~~2015~~ **2016**, the bid limit is ~~\$86,000~~ **\$87,800**.

The district shall also advertise for competitive bids when a contract exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. *Maintenance* includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

BIDS (continued)**Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Note: For a bid to be successful, it must conform to specifications (i.e., it must be "responsive") and the bidder must be determined to be able to perform the work (i.e., he/she must be "responsible"). A district must be careful in making a determination on the "non-responsiveness" of a bid based on investigation or information outside of the submitted bid. In addition, when relying on outside investigation or information to disqualify a bidder, the district must follow the hearing procedures applicable for a finding of "non-responsibility." (Great West Contractors Inc. v. Irvine Unified School District) To avoid any confusion, the district should provide clear and comprehensive specifications to bidders.

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
 - a. Cash
 - b. A cashier's check made payable to the district
 - c. A certified check made payable to the district

BIDS (continued)

- d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

- 3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
- 4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
- 5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

Note: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with legal counsel, as appropriate, as to the applicability of this law to school districts and other unclear provisions of this law.

- 6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)
 - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
 - b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
 - c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

BIDS (continued)

- The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)
7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.
 8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
 9. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.
- (cf. 1340 - Access to District Records)*
10. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

Prequalification Procedure

Note: The following section is **optional**. Pursuant to Public Contract Code 20111.6, as amended by AB 566 (Ch. 214, Statutes of 2015), a district with average daily attendance (ADA) of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for any public project of \$1 million or more awarded on or after January 1, 2015, when the project uses or is reimbursed from School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds.

Additionally, pursuant to Public Contract Code 20111.5, districts are permitted, but not required, to establish prequalification procedures for other contracts which, by law, require competitive bidding.

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized proposal form which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

BIDS (continued)

Note: Pursuant to Public Contract Code 20111.6, ~~as amended by AB 1581 (Ch. 408, Statutes of 2014)~~, districts' authority to set timelines for bid submittal and opening as specified in the following paragraph apply to contracts awarded on or after January 1, 2015 and will be in effect only until January 1, 2019. In addition, Public Contract Code 20111.6, as amended by AB 566 (Ch. 214, Statutes of 2015), clarifies that the requirement for prequalification applies to projects that will be reimbursed from future state school bonds, not just those that use funds "received" from state construction bonds.

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Education Code 17406, 17407; Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

Note: **The following optional section may be revised to reflect district practice.** Pursuant to Public Contract Code 20111, the district is required to award a contract to the lowest responsible bidder except in the circumstances specified in **items #1-3 below.** ~~the following optional section.~~ **In addition, Education Code 17250.15 and 17250.25, as added by AB 1358 (Ch. 752, Statutes of 2015), authorize the district to award a design-build contract for a public works project in excess of \$1 million to either the low bid or best value, as provided in item #4 below.**

BIDS (continued)

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

Note: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran, and small business enterprises in contracts. Though minorities and women are included in Public Contract Code 2000, Article 1, Section 31(a) of the California Constitution prohibits the granting of preferences based on race, sex, color, ethnicity, etc., in state employment and contracting. The district should consult legal counsel if there is any question about the granting of preferences to any such business.

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. **When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with the section "Design-Build Contracts" below, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)**

(cf. 9270 - Conflict of Interest)

Protests by Bidders

Note: The law does not specify a procedure for handling protests by bidders. The following **optional** section provides one such procedure and should be modified to reflect district practice.

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the

BIDS (continued)

Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

Note: The following paragraph provides a process for appealing a bid award to the Board. Although the law does not specify the notice to be given in this circumstance, CSBA recommends at least three business days which may be modified to reflect district practice.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.

BIDS (continued)

4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

Design-Build Contracts

Note: As an alternative to the more traditional design-bid-build process (Public Contract Code 20110-20118.4) or a lease-leaseback process (Education Code 17406), the district may enter into a design-build contract for a public works project in excess of \$1 million pursuant to Education Code 17250.10-17250.55, as added by AB 1358 (Ch. 752, Statutes of 2015). As defined by Education Code 17250.15, "design-build" means a project delivery process in which both the design and construction of a project are procured from a single entity. Education Code 17250.15 and 17250.25 provide that such contracts may be awarded to either the low bid or best value, as defined. Pursuant to Education Code 17250.50 and 17250.55, this authority applies to bid requests issued on or after July 1, 2016 and will be repealed January 1, 2025 unless legislation is enacted to delete or extend that date.

When it is in the best interest of the district, the Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

The procurement process for design-build projects shall be as follows: (Education Code 17250.25)

1. The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to, the size, type, and desired design character of the project; performance

BIDS (continued)

specifications covering the quality of materials, equipment, workmanship, preliminary plans, or building layouts; or any other information deemed necessary to describe adequately the district's needs. The documents may include operations during a training or transition period, but shall not include long-term operations for a project. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. The district shall prepare and issue a request for qualifications in order to prequalify or develop a short list of the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

- a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
- b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction experience, acceptable safety record, and all other non-price-related factors
- c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

The district also may identify specific types of subcontractors that must be included in the statement of qualification and proposal.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25)

BIDS (continued)

- 3. The district shall prepare a request for proposals that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The request for proposals shall include the information identified in items #2a and 2b above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.**
- 4. For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.**
- 5. For those projects utilizing best value as a selection method, the following procedures shall be used:**

 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.**
 - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.**
 - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.**
 - d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.**

BIDS (continued)

Sole Sourcing

Note: "Sole sourcing" is the practice by which one brand name product is specified, although comparable, competitive products are available. Public Contract Code 3400 allows sole sourcing in limited circumstances and requires that the specification of the designated product be followed by the words "or equal," so that bidders for such a contract are able to base their bids on the use of other products of equal functionality that may result in cost savings for the district. The following section is **optional**.

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

Note: The following **optional** paragraph is for use by districts with ADA of more than 2,500. For the repair or replacement of the roof of a public facility, a material must meet the requirements specified below to be considered "equal" pursuant to Public Contract Code 3000-3010.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source

BIDS (continued)

4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

Bids Not Required

Note: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined (89 Ops.Cal.Atty.Gen. 1 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. However, this opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Districts considering using the piggyback process for relocatables, portables, modulars, and the like should consult district legal counsel. While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions.

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

(cf. 3512 - Equipment)

Note: The following **optional** paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the "costs-benefits" analysis specified in Government Code 4217.12.

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. 3511 - Energy and Water Management)

(cf. 9320 - Meetings and Notices)

BIDS (continued)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

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

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

Note: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In Marshall v. Pasadena Unified School District, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

Lease-Leaseback Contract

Note: The following **optional** section **addresses construction financing contracts that are** is commonly described as ~~the~~ "lease-leaseback" contracts. This construction financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met. Pursuant to Education Code 17407.5, as added by AB 566 (Ch. 214, Statutes of 2015), the contractor must provide an enforceable commitment to the district that it will use a certain percentage of skilled and trained workers to complete project-related work that is within an "apprenticeable occupation" as defined in Labor Code 3075.

BIDS (continued)

~~In addition,~~ Upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17406, 17407.5)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Note: **Different California appellate courts have identified conflicting requirements for a valid lease-leaseback contract.** In Davis v. Fresno Unified School District, an appellate court ruled that, to be valid, a lease-leaseback agreement must contain a lease term and a financing component ~~as specified in the following paragraph.~~ Conversely, in McGee v. Balfour Beatty Construction LLC, another appellate court ruled that, to be valid, the plain language of Education Code 17406 only requires that (1) the real property involved belong to the district, (2) the lease is for construction purposes, and (3) the title to the property vest in the district at the end of the lease term. Until the resolution of this conflict, CSBA recommends that, as a precaution, any district considering the use of lease-leaseback include elements of the requirements stated in Davis and consult legal counsel accordingly.

Any lease-leaseback agreement shall **be reviewed by the district's legal counsel to ensure that include all required terms, including** a lease term that ~~specifies~~ **provides for** the district's occupancy of the building or improved property **during the lease and an appropriate financing component, are included in the agreement.** ~~as may be determined on a case-by-case basis.~~

(cf. 9124 - Attorney)

Note: Pursuant to Education Code 17406, ~~as amended by AB 1581 (Ch. 408, Statutes of 2014),~~ the prequalification requirements for contracts that meet the criteria specified in Public Contract Code 20111.6 are also applicable to lease-leaseback contracts. As amended by AB 566 (Ch. 214, Statutes of 2015), Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources and makes the provision applicable to all districts, not just those with ADA of 2,500 or more. See "Prequalification Procedure" section above.

Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. (Education Code 17406)

Uniform Public Construction Cost Accounting Act

BIDS (continued)

Note: The following section is for use by districts whose board has adopted a resolution to use the alternative procedures of the UPCCAA (Public Contract Code 22030-22045) for awarding public works projects; see the accompanying Board policy. According to the California Uniform Construction Cost Accounting Commission's "Frequently Asked Questions," available on its web site, a district participating in the UPCCAA is subject to other requirements of the Public Contract Code in areas where the UPCCAA is silent. For further information about this option, see the California Uniform Construction Cost Accounting Commission's "Frequently Asked Questions," available on its web site.

Public Contract Code 22032 establishes the following requirements based on the amount of the public project. Pursuant to Public Contract Code 22020, the Commission reviews these monetary limits every five years and recommends to the State Controller whether they need to be adjusted. The State Controller is required to notify all public agencies of any adjustment to these limits.

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

- 1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)**

Note: Public Contract Code 22034 requires any public agency participating in UPCCAA to adopt an informal bidding ordinance, with specified components, to govern the selection of contractors to perform public projects of \$175,000 or less, as described in item #2 below. The Commission's "Frequently Asked Questions" clarify that, for school districts and other agencies that cannot legally adopt ordinances, a board policy, administrative regulation, or other legally applicable action of the board may be substituted.

- 2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)**

- a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.**

Note: Public Contract Code 22034, as amended by SB 184 (Ch. 269, Statutes of 2015), authorizes distribution of the following bid notice by fax or email as well as by mail.

- b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to one or both of the following:**

- (1) To all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due**

BIDS (continued)

(2) To all construction trade journals identified pursuant to Public Contract Code 22036

c. The district shall review the informal bids and award the contract, except that:

(1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate was reasonable.

(2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.

3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)

Note: Pursuant to Public Contract Code 22037, if there is no newspaper of general circulation published in the jurisdiction of the district, the district must post the bid notice in three locations as described below. Public Contract Code 22037 requires that these locations be identified in the agency's ordinance or regulation. Item #3a(1) may be revised to include such locations.

a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

(1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.

(2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

BIDS (continued)

- (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
- (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
- (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair a facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, in accordance with the contracting procedures in Public Contract Code 22050. The work may be done by day labor under the direction of the Board and/or contractor. (Public Contract Code 22035)

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3541.2(a)

TRANSPORTATION FOR STUDENTS WITH DISABILITIES

Note: Education Code 56195.8 **mandates** that entities providing special education adopt a policy which describes how special education transportation is coordinated with regular home-to-school transportation and sets forth criteria for meeting the transportation needs of special education students. The district should revise the following policy for consistency with the policy and regulations of the **special education local plan area** (SELPA) in which the district participates.

Pursuant to the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482) **and Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794)**, districts are required to provide bus service to students with disabilities equivalent to that provided for students without disabilities. **According to the U.S. Department of Education's (USDOE) Questions and Answers on Serving Children with Disabilities Eligible for Transportation**, special education transportation may include travel to and from school and between schools, travel in and around school buildings, and specialized equipment such as special or adapted buses, lifts, and ramps. A student's individualized education program (IEP) team is responsible for determining if transportation is required to assist a student with a disability to benefit from special education and related services, and how the transportation services should be implemented. The California Department of Education's (CDE) **Special Education Transportation Guidelines** provides assistance to IEP teams with these decisions.

In addition, Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794; 34 CFR 104.4) requires districts to provide a free, appropriate public education to each qualified student with a disability. According to **Frequently Asked Questions About Section 504 and the Education of Children with Disabilities**, available on the web site of the USDOE's Office for Civil Rights, an appropriate education for a student with a disability under Section 504 could consist of special education and related services, which might include transportation. The CDE's **Special Education Transportation Guidelines** recommends that district policy on the transportation of special education students also address the needs of students who may be eligible for transportation services under Section 504.

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The Governing Board shall ensure that The district shall provide appropriate transportation services are provided for a students with disabilities as specified in when the district is the student's district of residence and the transportation services are required by their his/her individualized education program (IEP) or Section 504 accommodation plan. The district shall make home-to-school transportation available for students at no cost to parents/guardians as specified in the student's IEP.

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

(cf. 3540 - Transportation)

(cf. 6159 - Individualized Education Program (IEP))

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

~~The Superintendent or designee shall establish criteria and procedures for determining the most appropriate mode of transportation for an individual student based on identified needs as determined in the IEP or accommodation plan.~~

Note: Education Code 56195.8 mandates that the district's policy set forth criteria for meeting the transportation needs of special education students. The CDE's Special Education Transportation Guidelines recommends that the IEP team give primary consideration to the specific needs of the student when making decisions about transportation services to be provided, and presents possible considerations which include, but are not limited to, those specified in the following paragraph. The following paragraph may be revised to reflect district practice.

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

Note: Because the authority to make decisions regarding services for students with disabilities rests with the IEP team, the CDE's Special Education Transportation Guidelines recommends that IEP team leaders and members be provided with information regarding available district transportation resources. The guidelines also recommend that the IEP team identify with specificity the mode of transportation (e.g., walking/wheeling, riding the regular school bus, utilizing available public transportation, riding a special bus, being transported by parent/guardian) and when, from where, and to where transportation will be provided.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Note: ~~If a district charges transportation fees, the State Board of Education recommends, in Program Advisory LO:2-95, that Boards exempt from the fee only those special education students served under the IDEA whose IEP requires that transportation be provided. This policy reflects the interpretation offered in that advisory.~~ Pursuant to Education Code 56040, a student who is eligible to receive special education instruction and related services must be provided such instruction and services at no cost. Special education transportation is defined in 34 CFR 300.34 as a related service. Thus, transportation fees may not be charged to students whose IEP requires the provision of transportation services, even if the district charges transportation fees to other students. See BP 3250 - Transportation Fees.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

(cf. 3250 - Transportation Fees)

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Note: Education Code 48915.5 provides that the district must provide alternative transportation at no cost whenever a disabled student is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason. ~~Alternative transportation could be provided by contracting with a private carrier, by reimbursing mileage expenses to the parent/guardian who transports the student to and from school, or any other appropriate method; see BP/AR 3540 – Transportation.~~ **If a student receiving special education services is excluded from transportation as a disciplinary measure and is not provided another mode of transportation, it may constitute a significant change of placement which would require a meeting of the IEP team to review the student's IEP.**

~~If the disabled a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason,~~ the district shall provide alternative transportation at no cost to the student or parent/guardian ~~provided that transportation is specified in the student's IEP.~~ (Education Code 48915.5)

(cf. 5131.1 - Bus Conduct)

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

Note: The following paragraph is for use by single-district SELPAs or districts that contract individually with nonpublic, nonsectarian schools or agencies.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

Note: ~~Federal regulations (34 CFR 104.4)~~ provides that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance. The following **optional** paragraph is intended to prevent such discrimination in the area of transportation.

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

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

(cf. 3541 - Transportation Routes and Services)

Note: Education Code 56195.8 **mandates** the Board's policy to include procedures ensuring compatibility between mobile seating devices, when used, and the securement systems required by ~~federal law (49 CFR 571.222)~~. The following paragraph ~~directs the Superintendent or designee to develop such procedures~~ **may be revised to reflect district practice.**

Education Code 56195.8 also requires the Board's policy to ensure that bus drivers are trained in the proper installation of mobile seating devices; see AR 3542 - School Bus Drivers for language fulfilling this mandate.

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

The Superintendent or designee shall establish procedures to ensure compatibility between that any mobile seating devices used on district buses and are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

(cf. 3542 - School Bus Drivers)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dogs, signal dogs, and or service dogs trained to provide assistance to disabled persons may be transported in a school bus when accompanied by disabled students, disabled teachers, or persons training the dogs. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

(cf. 6163.2 - Animals at School)

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

Legal Reference:

EDUCATION CODE

39807.5 Payment of transportation cost

39839 Guide dogs, signal dogs, and service dogs on bus

41850-41854 Allowances for transportation

48300-48315 Alternative interdistrict attendance program

48915.5 Expulsion of students with exceptional needs

56040 No cost for special education and related services

56195.8 Adoption of policies

56327 Assessment for special education and related services

56345 Individualized education program

56366 56365-56366.1 Nonpublic nonsectarian schools or agencies

56366.1 Waiver of requirements under section 56365 and 56366

CIVIL CODE

54.1-54.2 Service animals

CODE OF REGULATIONS, TITLE 5

15050 Transfer of funds to child development fund and development center for handicapped pupils fund

15243 Physically handicapped minors

15271 Exclusion from report

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions

35.136 Service animals

Legal Reference continued: (see next page)

BP 3541.2(e)

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.34 Transportation defined as related service

CODE OF FEDERAL REGULATIONS, TITLE 49

571.222 Federal requirements for bus securement systems

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Special Education Transportation Guidelines

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

0609.95 School transportation fee exemption for handicapped children and pupils whose parents or guardians are indigent (LO: 2-95)

0500.92 Implementation of Special Education Transportation Apportionment (#92-02)

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, 2009

Questions and Answers on Serving Children with Disabilities Eligible for Transportation, 2009

WEB SITES

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

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

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CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3580(a)

DISTRICT RECORDS

Note: The following **optional** policy and accompanying administrative regulation address the classification and retention of district records pursuant to 5 CCR 16020-16027 and may be modified to reflect district practice. For more information about personnel records, including the contents and retention of such records pursuant to 5 CCR 16023, see AR 4112.6/4212.6/4312.6 - Personnel Files. For additional requirements pertaining to student records, including the contents and retention of such records pursuant to Education Code 49069, 5 CCR 430-433, and the Family Educational Rights and Privacy Act (20 USC 1232g and 34 CFR 99.1-99.8), see BP/AR 5125 - Student Records. For requirements pertaining to public access to certain records in accordance with the California Public Records Act (Government Code 6251-6270), see BP/AR 1340 - Access to District Records.

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

(cf. 3440 - Inventories)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 5125 - Student Records)

Note: 5 CCR 16020 defines a "record" as any paper or document which the district is required to maintain or which the district prepares or maintains as necessary to the discharge of official duty. 5 CCR 16022 requires the Superintendent or designee to annually review and classify these records in order to determine the length of time for which they must be retained. Depending on their content, electronic communications such as email, voicemail, and text messages may also be considered "records" and thus are subject to the same classification and retention schedule as paper documents.

Code of Civil Procedure 1985.8 (the California Electronic Discovery Act) and 2031.010 make the procedural rules requiring the disclosure of documents to the opposing party in litigation applicable to electronically stored information. These state rules are similar to federal Rules of Civil Procedure that apply to actions in federal courts and which also include provisions related to electronically stored information. In general, the rules require parties in litigation to identify and disclose potentially relevant electronic information and, upon notification by district legal counsel of pending or anticipated litigation, halt the routine destruction of paper or electronic records (e.g., suspend automatic monthly erasure of back-up tapes) that could be potentially relevant (a "litigation hold").

It is important that districts have an efficient and consistent system in place for discarding those documents, including email, that are not considered "records." Such a system may help reduce storage costs and prevent unnecessary disclosure. For example, Government Code 6254 exempts from disclosure "preliminary drafts" not retained by the district. The purpose of this exemption is to allow a measure of confidentiality for pending district action. However, if preliminary drafts are not regularly discarded, then they may be considered a "record" that has been retained by the district and thus subject to disclosure under the Public Records Act.

DISTRICT RECORDS (continued)

The following **optional** paragraph, which may be revised to reflect district practice, directs the Superintendent or designee to create a document management system which includes a process for the storage and destruction of electronic materials. Each district will need to do an analysis of the type of system needed based on the size of the district, number of school sites, number of employees, and the type, practice, and capability of the district's information technology system.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

(cf. 0440 - District Technology Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 9011 - Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Since districts collect and retain personal information of students, parents/guardians, and employees in the normal conduct of district business, it is important to establish some safeguards against unauthorized release of such personal information and to prevent crimes such as identity theft, as provided in the following **optional** paragraph, which may be revised to reflect district practice.

In the event of any known or reasonably suspected breach of the security of district records containing confidential personal information including, but not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account, the Superintendent or designee shall immediately notify local law enforcement agencies and any affected persons. Notification of affected individuals may be delayed if a law enforcement agency determines that the notification would impede a criminal investigation.

DISTRICT RECORDS (continued)

Note: Pursuant to Civil Code 1798.29, districts are required to disclose any breach of security of any records that contain personal information, as defined. The required formatting and contents of the notification are detailed in Civil Code 1798.29. A district may maintain its own notification procedure as part of an information security policy provided that the notification is consistent with the requirements in Civil Code 1798.29 regarding timing of the notification.

If the district discovers or is notified that a breach of security of district records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

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

(cf. 5145.6 - Parental Notifications)

Safe at Home Program

Note: The Secretary of State's Safe at Home program creates a confidential address and mail-forwarding program for victims of domestic violence, stalking, or sexual assault. Government Code 6207 provides that, when creating a public record, the district must not include actual residences of students, parents/guardians, or employees when a substitute address is designated through the Safe at Home program. Districts are required to accept the program participation card issued by the Secretary of State and to substitute a post office box as the participant's address.

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

Note: According to the Secretary of State, a participant's confidential, actual address may only be used to establish student enrollment eligibility and for school emergency purposes. Pursuant to Government Code 6207, a participant's confidential, actual address is not a public record and should not be made available to anyone under any circumstances. See also AR 5111.1 - District Residency.

DISTRICT RECORDS (continued)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journal

35250-35255 Records and reports

44031 Personnel file contents and inspection

49065 Reasonable charge for transcripts

49069 Absolute right to access

CIVIL CODE

1798.29 Breach of security involving personal information

CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act

2031.010-2031.060 Civil Discovery Act, scope of discovery demand

2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

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

6252-6265 Inspection of public records

12946 Retention of employment applications and records for two years

PENAL CODE

11170 Retention of child abuse reports

CODE OF REGULATIONS, TITLE 5

430 Individual student records; definition

432 Varieties of student records

16020-16022 Records, general provisions

16023-16027 Retention of records

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy Act

Management Resources:

WEB SITES

California Secretary of State: <http://www.sos.ca.gov/safeathome>

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CSBA Sample

Exhibit

Students

E 5145.6(a)

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2015 (AB 93, Ch. 10, Statutes of 2015) extends the suspension of these requirements through the 2015-16 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. **For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures (UCP) as mandated by 5 CCR 4622. Pursuant to Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015), the district is required to include information about specified educational rights of foster youth and homeless students in its annual UCP notification.**

~~However,~~**In addition to the notices required by law**, there are other notices that districts are recommended to distribute. ~~(e.g., the notice included in~~ **For example,** AR 5145.3 - Nondiscrimination/Harassment **includes an optional notice** regarding the rights of transgender and gender-nonconforming students. ~~and the opportunity for a student to inform the district whenever his/her participation in a sex-segregated program or activity with a student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy).~~ Furthermore, although the California High School Exit Examination is suspended through the 2017-18 school year pursuant to Education Code 60851.5, as added by SB 172 (Ch. 572, Statutes of 2015), and therefore the notice described in Education Code 60850 is not currently required, districts may choose to notify parents/guardians of the suspension of the exam and the possibility that it could subsequently be reinstated.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 46010.1	BP 5113	Absence for confidential medical services

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	AR-BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	BP 5113 AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	BP 5113 AR 5113 AR 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	Consent to School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year 4622	Education Code 49013; 5 CCR	AR 1312.3 remedies	Uniform complaint procedures, available appeals, civil law
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Free and reduced price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6311-6312; 34 CFR 200.61	AR 4112.24 BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year, if any district school has been identified for program improvement or corrective action	20 USC 6316	AR 0520.2	Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
When child first enrolls in a public school, if the school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Beginning of each school year in grades 9-12 and when high school student transfers into the district	Education Code 48980, 60850	AR 6162.52	Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12	Education Code 51938, 48980	AR 6142.1	Explanation of sex and HIV/AIDS instruction, Sexual health and HIV prevention
education; right to view A/V materials, who's teaching,			request specific Education Code sections, right to excuse

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, 20 days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When student has been placed in structured English immersion program	Education Code 310-311; 5 CCR 11309	AR 6174 other rights of student relative to such placements	Student's placement in program, opportunity to apply for parental exception waiver,
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student is identified as English learner and district receives Title III funds, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 440; 20 USC 7012	AR 6174	Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, exit requirements of program
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified a truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school premises
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
To person holding educational rights, within 30 days of foster or homeless youth's transfer between high schools	Education Code 51225.1	AR 6173 AR 6173.1	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
Within 14 days of instruction if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV/ AIDS or prevention or sexual health education by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who is not "highly qualified" does not meet state certification requirements for the grade level/subject taught	20 USC 6311 6312	AR 4112.24	Timely notice to parent/ guardian of child's assignment
When school identified for program improvement or action, within 30 days of failure to make annual yearly progress, to parents/ guardians of English learners	20 USC 6312	AR 0520.2	Notice of failure to make adequate yearly progress corrective

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
When school identified for program improvement or corrective action	20 USC 6316	AR 0520.2 AR 5116.1	Explanation of identification, reasons, how problem will be addressed, how parents/guardians can become involved, transfer option, availability of supplemental services
When district identified for program improvement	20 USC 6316	AR 0520.3	Explanation of status, reasons for identification, how parents/guardians can participate in upgrading district
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318; 6316	AR 6020	Notice of policy
For districts receiving Title III funds, within 30 days of the release of state Title III accountability report	20 USC 7012	AR 6174	Notification of any failure to make progress on state's annual measurable achievement objectives for English learners
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Notice of Need to submit verification information; any subsequent change in benefits; right to appeal appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures

IV. Special Education Notices

Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who in attendance, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities

(4/14 4/15) 5/16

CSBA Sample

Board Bylaw

Board Bylaws

BB 9222(a)

RESIGNATION

Note: Pursuant to Education Code 5090, a Governing Board member who wishes to resign must file a written resignation with the County Superintendent of Schools having jurisdiction over the district. The resignation results in a vacancy on the Board which, pursuant to Government Code 1770 and Education Code 5091-5093, requires the Board to either order an election or make a provisional appointment as appropriate, unless the vacancy occurs within four months of the end of the Board member's term in which case the Board will take no action. See BB 9223 - Filling Vacancies for information about timelines, processes, and eligibility requirements for filling vacancies.

A **member of the** Governing Board **member** who wishes to resign **from the Board** ~~may do so by filing~~ **shall file** a written resignation with the County Superintendent of Schools. (Education Code 5090)

Note: The following paragraph is optional.

~~A copy shall be given~~ **The resigning Board member shall also notify the Board and give a copy of his/her written resignation** to the Board secretary.

The **written** resignation ~~is~~ **shall become** effective when filed **with the County Superintendent**, except when a deferred effective date is specified in the resignation. A Board member may not defer the effective date of his/her resignation for more than 60 days after ~~filing~~ **he/she files the resignation with the County Superintendent**. (Education Code 5090, 5091)

Once filed, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable ~~upon being filed~~. (Education Code 5090)

~~Upon resignation, the Board member may continue to exercise all his/her powers, save that of voting for a successor, until the effective date of resignation.~~ **A Board member who tenders his/her resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all the powers of the office, except that he/she shall not have the right to vote for his/her successor in an action taken by the Board to make a provisional appointment.** (Education Code **5091**, 35178)

(cf. 9223 - Filling Vacancies)

~~Note: When leaving office, the Board member is required to file a financial disclosure statement within 30 days. See BB 9270 - Conflict of Interest.~~

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the

RESIGNATION (continued)

**closing date of the last statement required to be filed and the date he/she leaves office.
(Government Code 87302, 87500)**

(cf. 9270 - Conflict of Interest)

Legal Reference:

EDUCATION CODE

~~5090 Definition (vacancy)~~

~~5091 Special election~~

5090-5095 Vacancies on the board

35178 Resignation with deferred effective date

GOVERNMENT CODE

1770 Vacancy on the board

87300-87313 Conflict of interest code

87500 Statement of economic interests

Management Resources:

CSBA PUBLICATIONS

Filling a Board Vacancy, rev. December 2010

WEB SITES

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

CSBA Sample Board Bylaw

Board Bylaws

BB 9270(a)

CONFLICT OF INTEREST

Note: The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87505), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "~~Financial Interest in Contracts~~ **Conflict of Interest**" under Government Code 1090 - **Financial Interest in a Contract.**" However, Even when a conflict does not exist pursuant to those statutes, ~~the Attorney General has found that special situations may still exist a violation might still occur~~ under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

Because the law and definitions are quite complex, it is strongly recommended that districts consult with legal counsel and staff from the Fair Political Practices Commission (FPPC) as soon as a potential conflict is presented.

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. ~~In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.~~ **Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.**

(cf. 9005 - Governance Standards)

~~Even if there is not a prohibited conflict of interest~~ **does not exist**, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

Note: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to

CONFLICT OF INTEREST (continued)

disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.

Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution that includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body. ~~Districts that do not wish to adopt a resolution as their conflict of interest code should modify the following paragraph accordingly.~~

The Board shall adopt ~~a resolution that specifies the terms of~~ **for** the district's ~~a~~ conflict of interest code; **that incorporates the provisions of 2 CCR 18730 by reference, specifies** the district's designated positions, and **provides** the disclosure categories required for each position. **The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)**

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body **or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)**

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days **after the changed circumstances necessitating the amendments have become apparent.** (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

CONFLICT OF INTEREST (continued)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last **required** statement and the date of leaving office or district employment. (Government Code 87302, **87500-87302.6**)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

Note: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100-87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected Board member must disclose the interest and disqualify himself/herself from participating in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.

A Board member, ~~or~~ designated employee, **or other person in a designated position** shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A **disqualifying** conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," **which is distinguishable from the effect on the public generally, on one or more of the Board member's or designated employees, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700.** ~~"economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required.~~ (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, ~~or~~ designated employee, **or other person in a designated position** makes a governmental decision when; **he/she**, acting within the authority of his/her office or position, ~~he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)~~ **authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.**

Note: 2 CCR 18705 permits a Board member who is financially interested in a contract to participate in making a decision on the contract if (1) he/she discloses the existence of the conflict and describes with particularity the nature of his/her economic interest in the contract; (2) gives a summary description of the circumstances under which he/she believes the conflict may arise; and (3) either

CONFLICT OF INTEREST (continued)

he/she, another Board member, or a district employee discloses the legal basis for concluding that no alternative source of decision exists for the district. In general, this rule will permit a district to acquire an essential supply or service. CSBA strongly recommends that legal counsel be consulted when situations arise involving the rule of necessity, as strict compliance is required.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

~~A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)~~

Additional Requirements for Boards that Manage Public Investments

Note: The following optional section is for use only by districts in which the Board and/or ~~the Superintendent or designee~~ **designated employees** are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. It should be deleted by all other districts. See the accompanying exhibit for further information.

According to the FPPC, officials who manage public investments are boards or designated employees who manage the investment of district surplus or special reserve funds in permitted securities and investments pursuant to Education Code 41015. Those boards that direct the investment of these funds, formulate or approve policies for the investment of these funds, **even if they delegate day-to-day investment decisions to staff**, or approve investment transactions involving these funds are considered officials who manage public investments. **Even if the Board delegates day to day investment decisions to district staff, Board members are considered officials who manage public investments if they set or approve policy as to the investment of these funds.**

The Board does not manage public investments when the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives (1) in the county treasury pursuant to Education Code 41001-41002.5 or (2) in a fund where a Tax and Revenue Anticipation Note (TRANs) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not officials who manage public investments.

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR ~~18702.5~~ **18707**)

1. Publicly identify each financial interest that gives rise to the conflict or potential

CONFLICT OF INTEREST (continued)

conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion **and deliberations** of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - **Financial Interest in a Contract**

Note: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract. Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. **California appellate courts have ruled in**

CONFLICT OF INTEREST (continued)

McGee v. Balfour Beatty Construction LLC and Davis v. Fresno Unified School District that Government Code 1090 applies to consultants, including corporate consultants, who fill the roles and positions of officers, employees, and agents of the district. However, the Attorney General has opined in 63 Ops. Cal. Atty. Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes, court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and legal counsel should be consulted as appropriate.

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest **in a contract made by the Board, the district is barred from entering into the contract is void.** (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

Note: The district may enter into a contract when a Board member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a contract with the Board member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.

Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member **or district official** to enter into the contract. (Government Code 1091)

Note: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior to the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops. Cal. Atty. Gen. 320 (1997))

Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require

CONFLICT OF INTEREST (continued)

Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (Thorpe v. Long Beach Community College District, 69 Ops.Cal.Atty.Gen. 255 (1986))

Because this area of law is complex, it is strongly recommended that district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

In addition, a Board member shall not be considered to be financially interested in a contract **if in which** his/her interest is a "noninterest" as defined in Government Code 1091.5. **One such Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, is when a Board member's in the employment of his/her** spouse/registered domestic partner **who** has been a district employee for at least one year prior to the Board member's election or appointment, **or in any other applicable circumstance specified in** Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

Note: Even when there is not a conflict pursuant to the PRA (Government Code 87100-**87505**) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

Districts are encouraged to consult legal counsel if situations arise that raise the question as to whether such a conflict exists.

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

Note: Pursuant to Government Code 87101, when a conflict exists under the PRA, the district may still enter into a contract if the rule of necessity or legally required participation applies. In general, this rule will permit a district to acquire an essential supply or service. The rule also permits a Board member to carry out an essential duty of his/her office in accordance with 2 CCR 18708, where he/she is the only one who may legally act and there is no alternative source of decision making authority. **It is recommended that legal counsel be consulted when situations arise involving the rule of necessity.**

CONFLICT OF INTEREST (continued)

~~On a case by case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.~~

Incompatible Offices and Activities

Note: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 **mandates** the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district (85 Ops.Cal.Atty.Gen. 60 (2002); 68 Ops.Cal.Atty.Gen. 171 (1985); 65 Ops.Cal.Atty.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then his/her position in the prior office is automatically terminated.

Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office. See BB 9220 - Governing Board Elections.

The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Note: Pursuant to 2 CCR 18730, the gift limitation is currently \$460. This amount is adjusted in odd-numbered years by the FPPC. ~~However, this limit may not be applicable to gifts from every source.~~ **Pursuant to Government Code 89503, Board members and candidates are subject to gift limitation for gifts from all sources except when exempted by law or regulation.** For those Board members who file a Form 700 based on the disclosure categories specified in the district's conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable as to those individuals and entities that are disclosed on the Form 700.

Several exceptions exist within the Government Code's definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034. **If questions arise as to such exceptions, the district may seek clarification from the FPPC through email to advice@fppc.ca.gov or consult legal counsel.**

CONFLICT OF INTEREST (continued)

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Note: Board members and designated employees may, in the circumstances described in Government Code 89506, receive payments, advances, or reimbursements for travel and related lodging and subsistence, which will not be subject to the gift limit set in Government Code 89503.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, ~~except as described in Government Code 89506~~ **except when: (Government Code 89506)**

- 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.**
- 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.**

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private **conference, convention, meeting, social event, meal, or like** gathering. ~~in accordance with law~~ (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

CONFLICT OF INTEREST (continued)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18702.5 Public identification of a conflict of interest for Section 87200 filers

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

Legal Reference continued: (see next page)

CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

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

Institute of Local Government: <http://www.ca-ilg.org>

(11/03 7/10) 5/16

Policy Reference UPDATE Service

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CSBA Sample Exhibit

Board Bylaws

E 9270(a)

CONFLICT OF INTEREST

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313 of the Political Reform Act (PRA). Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference along with a list of designated positions and disclosure categories. Board members and designated employees must annually file a Statement of Economic Interest/Form 700 pursuant to the disclosure requirements of the district's conflict of interest code.

Government Code 87303 requires a district's conflict of interest code to be approved by a code reviewing body. For school districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The Fair Political Practices Commission (FPPC) is the code reviewing body for school districts with jurisdiction in more than one county.

The code reviewing body needs to review only the portion of the district's conflict of interest code that specifies the district's designated positions and the disclosure categories as detailed in the following sample Resolution, including its Appendix, and not the other legal requirements related to conflict of interest reflected in the accompanying sample bylaw. The Resolution, including the Appendix, should be adopted by the Board and, as necessary, forwarded to the code reviewing body. Pursuant to Government Code 87306.5, the code reviewing body is required to notify the district in even-numbered years of the need to review the district's conflict of interest code. Upon such notification, the district should review the Appendix and make any necessary changes. In some counties, the code reviewing body requires that a resolution be adopted during each review and that the Board's resolution and amended appendix be submitted to that body. In other counties, only the appendix needs to be submitted. In both cases, districts need not submit BB 9270 - Conflict of Interest to the code reviewing body. In addition to the biannual review, districts should modify the Appendix and submit it, and the resolution if required, to the code reviewing body when any changed circumstances within the district require amendments to the Appendix, such as the creation of new designated positions or a change of duties assigned to existing positions.

The following resolution should be modified to reflect district practice as well as any specific requirements of the district's code reviewing body.

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the _____ School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

CONFLICT OF INTEREST (continued)

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the _____ School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the _____ School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

CONFLICT OF INTEREST (continued)**Conflict of Interest Code of the
_____ School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX**Disclosure Categories**

Note: The following list must be modified to reflect the specific disclosure categories in the district.
--

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

Note: **Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments."** All other districts must delete item #3.

Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.

3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

Note: **The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."**

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

CONFLICT OF INTEREST (continued)**Disclosures for Consultants**

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR ~~18701~~ **18700.3**)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke ~~a~~ **any** permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR ~~18702.2~~ **18704, subsections (a) and (b)**, or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR ~~18701~~ **18700.3**)

(7/10) 5/16

CSBA Sample

Board Bylaw

Board Bylaws

BB 9321(a)

CLOSED SESSION PURPOSES AND AGENDAS

Note: Pursuant to Government Code 54962, the Governing Board may hold a closed session only for purposes expressly authorized by the Brown Act (Government Code 54950-54963) or by a provision of the Education Code.

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.

Note: Government Code 54954.5 provides specific agenda descriptions for most closed session items authorized by the Brown Act.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Note: Government Code 54957.7 states that before holding any closed session, the Board must disclose in an open meeting the item(s) to be discussed in the closed session. The Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements. In addition, the Board is required to reconvene in open session upon conclusion of a closed session to report any action taken in the closed session.

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Note: Pursuant to Government Code 54963, a Board member who discloses confidential information received in a closed session may be referred to the local grand jury or may be subject to action in a court of law. For a definition of confidential information and the actions that may be taken against a Board member if such information is disclosed, see BB 9011 - Disclosure of Confidential/Privileged Information.

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

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

Personnel Matters

Note: Government Code 54957 authorizes the use of closed sessions for personnel matters described below. For the purpose of these closed sessions, "employee" includes an officer or independent contractor who functions as an officer or employee but excludes Board members. The Attorney General has concluded that it is appropriate to use a closed session to discuss and evaluate Superintendent performance. (59 Ops.Cal.Atty.Gen. 532 (1976)) **However, under the "personnel exception," the Board may not discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline in closed session under this exception.**

In Fischer v. Los Angeles Unified School District, the court interpreted Government Code 54957 and found that the right to request an open session applies only when the Board hears specific complaints or charges brought against the employee. Thus, the right to request an open session does not apply when the Board is meeting in closed session to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee.

The Board may hold a closed session **under the "personnel exception"** to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4115 - Evaluation/Supervision)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4215 - Evaluation/Supervision)

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

(cf. 4315 - Evaluation/Supervision)

Note: Pursuant to Government Code 54957, failure of the Board to give an employee against whom a "specific complaint or charge" has been made the notice described below will render any action taken by the Board in the closed session null and void. Determining whether a "specific complaint or charge" is involved is usually fact-specific and the Board should consult legal counsel as necessary. In Furtado v. Sierra Community College District, the court held that the term "specific complaints or charges" as used in Government Code 54957 does not include negative comments in an employee's performance evaluation. In another decision, Bell v. Vista Unified School District, the court determined that a presentation to the board by a district staff member regarding an employee's violation of a California Interscholastic Federation rule constituted a "complaint or charge" and thus the employee was entitled to 24-hour notice. Yet another

CLOSED SESSION PURPOSES AND AGENDAS (continued)

ruling, Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, held that when a board rejects its hearing officer's findings of fact and conducts its own hearing, the employee must be given 24-hour notice.

Furthermore, an Attorney General opinion (78 Ops.Cal.Atty.Gen. 218 (1995)) has clarified that a probationary certificated employee does not have the right to an open session when the Board is discussing whether or not to reemploy him/her for a third consecutive school year. Education Code 44929.21 allows the Board to non-reelect a probationary certificated employee at the end of the first or second school year as long as written notice is given in accordance with law; see AR 4117.6 - Decision Not to Rehire.

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)

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

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Note: The Educational Employment Relations Act (Government Code 3540-3549.3) makes four specific exemptions from the Brown Act related to negotiations. Government Code 54957.6 provides that for the purpose of closed sessions related to collective bargaining, "employee" includes an officer or independent contractor who functions as an officer or employee but excludes any elected official, Board member, or other independent contractor.

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization

CLOSED SESSION PURPOSES AND AGENDAS (continued)

2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

Note: The Board is authorized pursuant to Government Code 54957.6, the “labor exception,” to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Att’y. Gen. 209 (1974) that a board may not meet in closed session for such purposes without the use of a designated representative who is involved with the “bona fide” negotiations with represented and/or unrepresented employees. The Attorney General's publication "The Brown Act: Open Meetings for Local Legislative Bodies" (2003), also states that the “labor exception” applies to meeting in closed session to instruct its negotiator concerning negotiations with prospective employees.

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. **Prior to the closed session, the Board shall identify its designated representative in open session.** Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)

(cf. 2121 – Superintendent's Contract)

~~For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)~~

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

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

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

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

(cf. 5117 - Interdistrict Attendance)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5125.3 - Challenging Student Records)

(cf. 5144 - Discipline)

Note: Although Government Code 54954.2 requires the agenda to have a brief general description of all closed session items to be discussed, Government Code 54954.5 provides no specific description of agenda items related to closed sessions authorized by the Education Code. Since the purpose of conducting the closed session is to protect student privacy rights, the following **optional** paragraph provides that student names shall not be included on the agenda.

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Note: Government Code 54956.5 authorizes an emergency meeting in closed session to meet with the law enforcement officials specified above pursuant to Government Code 54957. Two-thirds of the Board members present at the meeting must agree to the need for the closed session. Those emergency situations that necessitate a need for an emergency meeting are listed in BB 9320 - Meetings and Notices and include a terrorist attack, crippling disaster, or other activity that impairs public health or safety. For a list of actions for which more than a majority vote of the Board is required, see BB 9323.2 - Actions by the Board.

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

Conference with Real Property Negotiator

Note: An Attorney General opinion (94 Ops.Cal.Atty.Gen. 82 (2011)) has concluded that only three subjects related to real property negotiations may be considered in closed session: (1) the amount of consideration the local agency is willing to pay or accept in exchange for the real property rights to be acquired or transferred; (2) the form, manner, and timing of how that consideration will be paid; and (3)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

items that are essential to arriving at the authorized price and payment terms. Although Attorney General opinions are not binding, they are accorded deference by the courts.
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The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Note: Pursuant to Government Code 54956.9, the district is considered to be a "party," or to have "significant exposure," to a litigation if any of its officers or employees is a party or has significant exposure to the litigation under circumstances specified in items #1 and #2 below.
--

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a))

CLOSED SESSION PURPOSES AND AGENDAS (continued)

2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

Existing facts and circumstances for these purposes are limited to the following:
(Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - *Claims and Actions Against the District*)

- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
 - e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code

CLOSED SESSION PURPOSES AND AGENDAS (continued)

54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

Joint Powers Agency Issues

Note: The following section applies to districts participating in a joint powers agency (JPA) for insurance pooling or in a self-insurance authority.

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)

Note: Pursuant to Government Code 54956.96, a JPA may adopt a provision, either through a policy or through the joint powers agreement, authorizing a school district Board member serving on the JPA board to disclose confidential information received during the JPA board's closed session under the circumstances specified below. Government Code 54954.5 provides an agenda description for the purpose of this closed session. The following optional paragraphs are for use by districts that participate in a JPA that has adopted such a provision.
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CLOSED SESSION PURPOSES AND AGENDAS (continued)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from California State Auditor's Office

Note: Government Code 54956.75 authorizes the Board to meet in closed session to discuss a final draft audit report from the California State Auditor's Office. This authority relates to situations in which a member of the legislature has requested the California State Auditor's Office to audit a school district. This audit is separate from the annual audit that districts must conduct pursuant to Education Code 41020. The law does not authorize the Board to meet in closed session to discuss the district's annual audit.

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Note: The following **optional** paragraph provides for compliance with Government Code 54954.2, which requires the agenda to have a brief general description of all closed session items to be discussed. Government Code 54954.5 provides no specific description of agenda items related to closed sessions authorized by the Education Code.

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

*Legal Reference:*EDUCATION CODE35145 *Public meetings*35146 *Closed session (re student suspension)*44929.21 *Districts with ADA of 250 or more*48912 *Governing board suspension*48918 *Rules governing expulsion procedures; hearings and notice*49070 *Challenging content of students records*60617 *Meetings of governing board*GOVERNMENT CODE3540-3549.3 *Educational Employment Relations Act*6252-6270 *California Public Records Act*54950-54963 *The Ralph M. Brown Act*COURT DECISIONS*Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners*, (2003) 107 Cal.App.4th 860*Bell v. Vista Unified School District*, (2001) 82 Cal.App. 4th 672*Fischer v. Los Angeles Unified School District*, (1999) 70 Cal.App. 4th 87*Furtado v. Sierra Community College District* (1998) 68 Cal.App. 4th 876*Roberts v. City of Palmdale*, (1993) 5 Cal.App. 4th 363*Sacramento Newspaper Guild v. Sacramento County Board of Supervisors*, (1968) 263 Cal.App. 2d 41***San Diego Union v. City Council*, (1983) 146 Cal.App.3d 947**ATTORNEY GENERAL OPINIONS94 *Ops.Cal.Attv.Gen.* 82 (2011)86 *Ops.Cal.Attv.Gen.* 210 (2003)78 *Ops.Cal.Attv.Gen.* 218 (1995)59 *Ops.Cal.Attv.Gen.* 532 (1976)**57 *Ops. Cal. Atty. Gen.* 209 (1974)***Management Resources:*CSBA PUBLICATIONS*The Brown Act: School Boards and Open Meeting Laws*, 2009ATTORNEY GENERAL PUBLICATIONS*The Brown Act: Open Meetings for Legislative Bodies*, **2002-2003**LEAGUE OF CALIFORNIA CITIES PUBLICATIONS*Open and Public IV: A Guide to the Ralph M. Brown Act*, rev. July 2010*Management Resources continued (seen next page):*

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Management Resources (continued):

WEB SITES

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

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

League of California Cities: <http://www.cacities.org>

(11/04 7/12 7/12 12/14) 06/16

AGENDA ITEM 10.0 DISCUSSION ITEM: Administrative Reports

BACKGROUND

Board members will report on activities relevant to District business.

J. Murchison will report on activities relevant to District and Sutter's Mill School business.

S. Lyons will report on activities relevant to Gold Trail School business.

W. Scarlett will be available to answer question relevant to financial business.

ATTACHMENTS

➤ **None**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM: Closed Session
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11. CLOSED SESSION OPEN HEARING

Members of the public may take this opportunity to comment on Closed Session agenda items.

12. CLOSED SESSION

The Board will adjourn to Closed Session pursuant to Government Code 54956.8.

Closed Session attendants: Board Members and Superintendent.

13. PERSONNEL

.1 Conference with Labor Negotiators (Government Code Section 54957.6)

The Board will give direction regarding employee bargaining issues with the Gold Trail Federation of Educators and discussion with other non-represented employee groups.

NOTES

The Brown Act and Education Code delineate the circumstances under which a legislative body of a local agency may meet in closed session and limit legislative bodies to the types of closed sessions identified (Government Code 54962.) The Brown Act and Education Code authorize closed sessions for the following:

- 1. Real estate negotiations.*
- 2. Pending litigation.*
- 3. Liability claims.*
- 4. Public security.*
- 5. Personnel exception.*
- 6. Labor negotiations.*
- 7. Particular student matters.*
- 8. Student assessment instruments used as part of the statewide testing system.*

AGENDA ITEM 14.0
Reconvene Public Session

If Vote Taken in Closed Session

ACTION	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>
	<i>Absent</i>	<i>Abstain</i>

AGENDA ITEM 15.0
Future Meetings

Date: Thursday, September 8, 2016 Time: 6:00 p.m. Location: Gold Trail Library

Agenda Items for that meeting may include but are not limited to:

- Annual Field Trip Survey
- Board Policies, Administrative Regulations and Board Bylaws Updates
- CAC Parent Representative (Annual)
- Class Size (District) Report (Annual)
- Introduction of New Employees
- Resolution: Authorization to Teach
- Resolution: Gann Appropriations Limit Calculation (Annual)
- Unaudited Actuals (J-200) Report (Annual)

Requests may be made at this time for items to be placed on a future agenda.

AGENDA ITEM:				
<i>Adjournment</i>				
ACTION	<i>Moved</i>	<i>Seconded</i>		
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>				
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>